

Public Service Commission of South Carolina Tariff Summary Sheet as of October 8, 2009

Palmetto Rural Telephone Cooperative, Inc.

Tariff Service: Local

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (http://etariff.psc.sc.gov).

Revision	Date Filed	Effective Date	# of Pages
E2009-274	9/18/09	10/18/09	13
Summary: Add new calling features, rename existing calling features, clarify calling feature regulations, and reduce calling feature business rates.			
E2008-17	1/29/08	2/28/08	10
Summary: Revisions to establish 511 Dialing Service			
E2007-87	7/6/07	8/5/07	10
Summary: Revisions to establish 2°	11 Dialing Service		

GENERAL EXCHANGE TARIFF

FURNISHED BY PALMETTO RURAL TELEPHONE COOPERATIVE, INC. 2471 JEFFERIES HWY. WALTERBORO, SOUTH CAROLINA 29488-1577

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OUR MISSION...

... is to provide superior quality telecommunications products and services at a cost effective price consistent with good leadership, benefiting our members and associates.

OUR VISION...

...is to be the provider of choice by: focusing on customer satisfaction, providing superior quality service at the lowest possible cost while always striving for improvement, thereby guaranteeing growth.

GENERAL INDEX TO GENERAL RULES AND REGULATIONS AND GENERAL EXCHANGE TARIFF

This index, while not a part of the Tariffs and Administrative Tariff Instructions to which it refers, is issued to aid in locating tariff or other rate coverage of various items. It should be placed in the front of the tariff binder.

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DESCRIPTION AND AREA OF OPERATIONS

Palmetto Rural Telephone Cooperative, Inc. (Company) is a public utility providing local, toll and special services telecommunications in six (6) exchanges and one (1) county. This telecommunications service consists of the provision of telephone communications in the areas certificated to the Company by the South Carolina Public Service Commission.

AREAS OF OPERATION

Telephone Exchanges

Telephone <u>Number Prefix</u>	<u>Town</u>
835	Cottageville
844	Hendersonville
866	Lodge
538, 539	North Walterboro
893	South Walterboro
562	Williams

Counties Served

Colleton County

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Access Line Access Line Extensions Air Line Measurement Authorized User Building	5 5 5 5 5
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ACCESS LINE

A central office line which provides access to the telephone network for local and long distance telephone services.

ACCESS LINE EXTENSIONS

An additional circuit connected to an access line either directly or through a switching device that uses Company facilities.

AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points. Distance is measured in statute miles of 5,280 feet each.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

BUILDING

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways, and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

BUSINESS SERVICE

Communications service furnished to customers where the primary or obvious use is of a business, professional or occupational nature.

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area"

CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a communications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CENTRAL OFFICE AREA

The area within which the customer's lines are connected to the central office operating unit, or units, established by the Company.

CENTRAL OFFICE BUILDING

A building or portion of a building containing one or more central offices. There may be more than one central office building in an exchange, and one central office building may service more than one exchange.

CENTRAL OFFICE LINE

A circuit directly connecting an individual main station, private branch exchange switchboard or key system with a central office.

CHANNEL

An electrical path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

CIRCUIT

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors.

CLASS OF SERVICE

A description of telecommunications service furnished to a customer which denotes characteristics such as nature of use (business or residence) or type of rate (flat or message rate).

COMMISSION

The South Carolina Public Service Commission.

COMPANY

Palmetto Rural Telephone Cooperative, Inc.

COMPLEX SERVICE

The provision of a circuit requiring special treatment, special equipment or special engineering design.

CONDUIT

A tubular runway for cable facilities.

CONNECTING COMPANY

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

CONSTRUCTION CHARGE

A separate initial charge made for construction of underground cable, pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the general exchange tariff.

CONTRACT

The service agreement between a customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the customer and the authorized users specifically named are furnished in accordance with the provisions of this tariff.

CONTRACT PERIOD

The length of time for which a customer is responsible for the charges associated with the services, facilities, and equipment under contract.

COST OR COST BASIS

Cost of equipment and materials provided or used, plus the cost of installation, including engineering, labor, supervision, transportation, right-of-way and other items which are chargeable. This also denotes the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOMER

Any person, firm, partnership, corporation, municipality, Company organization or governmental agency furnished communication service by the Company under the provisions and regulations of this tariff, who is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

CUSTOMER PREMISES INSIDE WIRE

All wire within a customer's premises, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Company's premises protector. By definition, customer premises inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring, provided by a customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

DEMARCATION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or wiring at a customer's premises. The demarcation point is located on the customer's side of the Company's protector or equivalent.

DIRECT CONNECTION

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECTORY

A book which alphabetically lists each telephone customer's service location and telephone number, and which is published by the Company.

DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

DIRECTORY LISTING

A publication of the Company's directory and/or directory assistance records of information relative to a customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

DISCONNECT NOTICE

The written notice sent to a customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement made at the request of the customer, or initiated by the Company for violation of tariff regulations by the customer, for an interruption of telephone service. A "final" bill would be rendered showing monies owed to the Company as of the date the service was disconnected.

DROP WIRE

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with a customer's premises.

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premises on which service is furnished.

EXCHANGE

The area established by the Company for the administration of communications service for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs. It consists of one or more central offices, together with associated plant facilities used in furnishing communications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE LINE

Any circuit connecting an exchange access line with a central office.

EXCHANGE SERVICE

Exchange service is a general term describing as a whole the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the local exchange tariff.

- (a) Flat rate service: A classification of exchange service furnished a customer under tariff provisions for which a stipulated charge is made regardless of the amount of use.
- (b) Public telephone service: An exchange access line equipped with an instrument designed and placed for use by the public in general at locations chosen or accepted by the Company.

EXTENDED AREA SERVICE

A type of telephone service furnished under tariff provisions whereby customers of a given exchange may complete calls to and/or may receive calls from one or more exchanges without the application of long distance message communications charges.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

FOREIGN EXCHANGE SERVICE

Exchange service furnished under tariff provisions by means of a circuit connecting a customer's premises with a central office of an exchange other than that which regularly serves the exchange area in which the customer is located.

HOUSEHOLD

A household comprises all persons who occupy a dwelling unit, that is, a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head) and also any lodgers or employees, who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

HUNTING LINE SERVICE

A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may apply in addition to service connection charges.

INTERFACE

(a) The point of interconnection between Company equipment and communications facilities on the premises of the Customer. Also referred to as demarcation point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

LATA

See Local Access and Transport Area

LINE

See "access line."

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of communications service. It encompasses designated local operating Company exchanges that are grouped to serve common social, economic, and miscellaneous purposes.

LOCAL CALLING AREA

See "local service area."

LOCAL CHANNEL

Applies to that portion of a channel that connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area.

LOCAL MESSAGE

A communication between two exchange access lines within the local service area of the calling telephone.

LOCAL MESSAGE CHARGE

The charge that applies for a completed message that is made when the calling exchange access line and the called exchange access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different exchanges between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

MESSAGE

A communication between two exchange access lines. Messages may be classified as local or toll.

MILEAGE

The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

NETWORK INTERFACE

See "Interface."

ONE PARTY SERVICE

Any exchange access line designed for the provision of exchange service to one premises.

PAY TELEPHONE

See "public telephone" service.

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

PERSON

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

PREMISES

The same premises consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public thoroughfare or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

PREMISES WIRING

All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Telephone Company's premises protector. By definition, customer premises inside wire excludes riser, buried and aerial cable.

PRIMARY SERVICE

The initial provision of voice grade access between the customer's premises and the switched communications network. This includes the initial connection to a new customer, the move of an existing customer to a new premise or the change of a telephone number.

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PROTECTIVE CONNECTING ARRANGEMENT

Equipment provided by the Company for electrical protection when facilities provided by other than the Company are connected with facilities provided by the Company.

PUBLIC PAY TELEPHONE

An exchange access line with instrument installed at the Company's initiative, or at the Company's option, at a location chosen or accepted as suitable and necessary for furnishing service to the general public.

PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

RESIDENCE EXCHANGE ACCESS LINE

An exchange access line used to provide exchange telephone service to a residence customer.

ROUTE MEASUREMENT

The physical length of a circuit between two points.

SERVICE CALL

A visit to a customer's premises in connection with a service difficulty. See also maintenance service charge.

SERVICE CHARGES

A nonrecurring charge applying to the provision of telephone service.

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a customer's telephone.

SERVICE PERIOD

The minimum period of time for which service is provided.

SERVING CENTRAL OFFICE

The central office from which a customer's telephone service is normally provided.

SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

STATION EQUIPMENT

Customer-owned equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

SUPPLEMENTAL CONTRACT

A contract for service, equipment or facilities in addition to that provided for under the original contract.

SUSPENSION OF SERVICE

An arrangement made at the request of the customer or initiated by the Company, for temporarily interrupting service.

TELEPHONE NUMBER

A numerical designation assigned to a customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

TELEPHONE OR COMMUNICATIONS NETWORK

The local telephone exchange and the interstate and intrastate long distance message communications facilities or network.

TEMPORARY DISCONNECTION

See "Suspension of Service."

TEMPORARY SERVICE

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

TERMINATION AGREEMENT

An agreement between the Company and the customer to provide certain lines or equipment representing a comparatively high investment, or in lieu of a contribution to construction for temporary service, whereby the customer agrees to compensate the Company in case the service is terminated prior to the date specified in the agreement.

TERMINATION CHARGE

A charge made to liquidate a customer's obligations for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the customer or by the Company under its regulations concerning cancellation for cause.

TIE LINE

A circuit connecting two switching systems (PBX and/or Automatic Call Distribution Systems) for the purpose of intercommunicating between the stations connected.

TOUCH TONE (PUSHBUTTON) SERVICE

Signaling to the central office switching unit by means of a telephone set equipped with buttons producing multi-frequency tone signals.

TRUNK

A telephone communication channel between a central office and a PBX, PABX, or a Key System for the common use of all calls or one class between its two terminals.

UNDERGROUND SERVICE CONNECTION

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

VOICE GRADE FACILITY

A communications path typically used in the communications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

SYMBOLS

GENERAL

The following symbols will be utilized for all changes of material within the Company's General Exchange Tariff:

- C Change in Regulation
- D Discontinued Rate, Regulation or Text
- I Increased Rate
- M Moved Rate, Regulation or Text from one page to another with no change in Rate, Regulation or Text.
- N New Rate, Regulation or Text
- R Reduced Rate
- T Text Change, but no change in Rate or Regulation

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4.1 GENERAL APPLICATION

- **4.1.1** The rules and regulations set out in this tariff apply to the local exchange services and associated facilities furnished by the Company within its exchanges listed in Section 2 of this tariff.
- **4.1.2** The rules and regulations in this section govern the furnishing of local exchange service to customers. These rules and regulations are in addition to the rules and regulations contained in other sections of this General Exchange Tariff.
- **4.1.3** Complete tariffs containing all rates for local exchange service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 4.1.4 The rules and regulations specified herein may be modified by the State of South Carolina or the Commission. The Company will comply with any changes that take precedence over this General Exchange Tariff, unless otherwise established by the courts, or until changes are made with the Commission.
- **4.1.5** Failure on the part of any customer to observe these rules and regulations of this tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.
- **4.1.6** This tariff cancels and supersedes all other Local Exchange tariffs of the Company issued and effective prior to the effective date shown on the individual sheets of this tariff.

4.2 <u>ESTABLISHING SERVICE</u>

4.2.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent on its ability to obtain and maintain suitable rights and facilities, without unreasonable expense, for the provision of such service.
- B. The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations set forth in Section 15 of this tariff, except as otherwise specified.

4.2 <u>ESTABLISHING SERVICE</u> (Cont'd)

4.2.1 Availability of Facilities (Cont'd)

- D. The Company shall not be liable for failure to furnish service unless the purchase price and costs expended by the Company in acquiring such special or private rights of way by purchase or condemnation is paid or guaranteed to the Company by the customer. The rights of way referred to here are only those rights of way leading from the Company's distribution facilities to the premises of the customer.
- E. When service and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

4.2.2 Application for Service

- A. Applications for service will be in writing and shall constitute a contract either when accepted by authorized employees or agents of the Company or upon establishment of service.
- B. Membership in the Cooperative is a requisite for service, except in special cases approved by the Board. The membership fee can be found in Section 16 of this tariff. The membership fee, which constitutes two (2) shares of stock, must be paid with the application, prior to installation of the telephone. The applicant may be billed on the billing date following the installation for the pro-rata amount incurred from the date of installation to the following billing date and for the next billing period in advance. The terms and conditions specified in such contracts are subject to these General Rules and Regulations, the General Customer Services Tariff and the By-Laws of the Cooperative.
- C. Subscribers may request moves within the operating area of the Cooperative without purchase of additional stock, provided the application is made on the Cooperative's standard form for moves and the application is filed with the Cooperative within 30 days after termination of service at the original premises. Charges will be based upon the prevailing tariffs for moves, or special construction costs, whichever is applicable.
- D. An applicant who has no account with the Company, or whose financial responsibility is not readily ascertainable, may be required to make a deposit or pay other nonrecurring charges, or construction charges that may be applicable.

4.2 <u>ESTABLISHING SERVICE</u> (Cont'd)

4.2.3 Cancellation or Change in Application for Service

- A. Where the customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum service charge may apply.
- C. For switched and nonswitched services, the cancellation charge shall be the costs incurred by the Company up to the time of cancellation.
- D. Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage, shall apply. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.
- E. When a customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the customer also is required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

4.2.4 Refusal of Service

A. Compliance by Applicant:

- 1. The Company may refuse to serve an applicant until such applicant has complied with the State and Municipal regulations and the rules and regulations outlined in the Company's tariff on file with the Commission governing the service applied for. Service also may be refused for any one of the following reasons:
 - a. Applicant's facilities inadequate: If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given.
 - b. Indebtedness: If the applicant is indebted to the Company for the same kind of service.
 - c. Disconnection of local exchange service for failure to pay interexchange carrier's service charges, payment of intrastate service charges of interexchange carriers shall not be a condition for refusal of local exchange service.

4.2 <u>ESTABLISHING SERVICE</u> (Cont'd)

4.2.4 Refusal of Service (Cont'd)

B. Applicant's Recourse

In the event the Company refuses to serve an applicant, the Company will inform the applicant of the reasons for its refusal and that the applicant may file a complaint with the Commission.

4.2.5 Minimum Service Periods

- A. Unless otherwise specified elsewhere in this tariff, the minimum service period for all services offered in this tariff is one month beginning on and including the day following the establishment of service. For purposes of administration, each month is considered to have thirty (30) days.
- B. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations.

4.2.6 Transfer, Assignment, or Supersedure of Service

Service previously furnished to one customer may not be assumed by a new customer without lapse in the rendition of service. The new customer must execute a new service agreement which is subject to the provisions of this Tariff.

4.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities. Where facilities are limited, the following order of precedence shall apply:

- A. Application for service for a use directly connected with national defense or where war conditions are involved.
- B. Application for service for a use directly connected with cases of emergency involving public safety, health, or welfare.
- C. Application for service needed because of serious illness or where unreasonable hardship would otherwise result.
- D. Application for new business service.
- E. All other applications for service.

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4.2 <u>ESTABLISHING SERVICE</u> (Cont'd)

4.2.8 Installation of Service

- A. Applications for service will be processed in accordance with service objectives established by the Commission for installation of service.
- B. The Company shall provide to the customer a due date on which a requested installation or change shall be made. If a customer requests that the work be done on a regular working day later than that offered by the Company, then the customer's requested date shall be the commitment date. If a premises visit is required, the Company shall establish an appointment period with the customer for morning or afternoon, on the due date.

4.3 **FURNISHING OF SERVICE**

4.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premises of a customer or authorized user are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, to inspect, or to repair any part of the Company's facilities on the customer's premises, or to remove such facilities which are no longer necessary for the provision of service.

4.3.2 Emergency Procedures

The Company may make reasonable provisions to meet emergencies resulting from failure of service and may establish procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

4.3.3 Provisions of Private Right-of Way

The Company's obligation to provide service through line extensions is solely dependent upon its ability to secure, retain and maintain suitable rights-of-way without unreasonable expense. When conditions require, applicants shall provide, without expense to the Company, private right-of-way as needed.

Any and all private right-of-way or permit requirements, and any and all associated costs, will be the responsibility of the applicant, and must be furnished before a plant extension project begins.

4.3.4 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. Remuneration to the Company is to be based on the costs involved.
- B. The customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service.

4.3.5 Protective Equipment

A. Protective equipment is required when a hazardous electrical environment is present at a customer's premises and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or customers. The customer may elect to provide its own protective equipment subject to Company specifications.

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Protective Equipment (Cont'd)

B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to customer's premises where there are high ground potentials, even though not required, may be provided by the customer, subject to Company specifications, or in accordance with the rates, terms and conditions of this tariff.

4.3.6 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each customer with directory assistance within seventy-two (72) hours after service connection, except those numbers not listed at the customer's request, in order that the directory assistance operators can provide the requested telephone numbers based on customer names and addresses.
- C. If the Company has sufficient telephone numbers for assignment to new customers, disconnected residence telephone numbers will not be reassigned for nine to twelve (9-12) months and disconnected business numbers may not be reassigned, unless requested by the customer, for six (6) months or the life of the directory, whichever is longer. In the event numbers available for assignment by the Company to new customers are limited, the Company may reassign disconnected residence telephone numbers after three (3) months consistent with the requirements of Federal Communication Commission rules.
- D. When additions or changes in plant or changes to any other of the Company's operations necessitate changing telephone numbers to a group of customers, at least sixty (60) days written notice shall be given to all affected customers even though the addition or changes may be coincident with a directory issue.

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4.3 <u>FURNISHING OF SERVICE</u> (Cont'd)

4.3.7 Classifications of Service

A. Basis for Classification

The Company reserves the right to classify any local service furnished a customer as business or residence service, in compliance with this tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

C. Application of Residence Rates

Residential rates apply when service is furnished to customers where the actual or obvious use is for domestic purposes and limited, ancillary business usage.

4.3.8 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this tariff, is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear, the customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable tariffs. The Company shall have the right to charge the customer for losses experienced as a result of unauthorized tampering.

4.3 <u>FURNISHING OF SERVICE</u> (Cont'd)

4.3.9 Work Performed Outside Regular Working Hours

The rates and charges specified in this tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the customer may be required to pay the amount of additional costs the Company incurs as a result of the customer's special requirements, in addition to the other rates and charges specified in this Tariff.

4.4 USE OF SERVICE AND FACILITIES

4.4.1 Use of Service

- A. Except as stipulated in this tariff, the service and facilities furnished by the Company may not be used for any purpose for which a payment or compensation shall be received by the customer, either directly or indirectly, from any other person, firm, or corporation, for use as specified herein, or in the collection, transmission or delivery of any communication for others.
- B. Given the customer's exclusive control of his communications over the Company's provided facilities, and of the other uses for which the Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.

4.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities that is not in compliance with the Company's technical standards. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his premises because of the use of such attachments or connections.

4.4.3 Transmitting Messages

The Company offers the use of its facilities when available for communication between end users. However, the Company will not transmit messages and will not be liable for errors in transmission or for failure to establish connections.

4.4 USE OF SERVICE AND FACILITIES (Cont'd)

4.4.4 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this rule.
- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

4.4.5 Establishment of Identity

The calling party shall establish his/her identity in the course of any communication as often as may be necessary, and shall be solely responsible for establishing the identity of the person with whom connection is made at the called location.

4.4.6 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

4.5.1 Disconnection of Service

- A. Disconnection for Non-Payment
 - 1. The due date of the bill for telephone service shall be when rendered. A bill for telephone service is delinquent if unpaid after the 15th of the month.
 - 2. A customer's service may be disconnected if the bill has not been paid or a deferred payment agreement entered into within ten (10) days from the date of issuance and if proper notice has been given.
 - 3. Proper notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection.

4.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE</u> (Cont'd)

4.5.1 Disconnection of Service (Cont'd)

B. Disconnection With Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

- 1. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement including only the carriage charges of an interexchange carrier when the Cooperative bills for those carriers.
- 2. Violation of the Cooperative's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment when a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
- 3. Failure to comply with deposit or guarantee arrangements where required.
- C. Telephone service may be disconnected without notice under either of the following conditions:
 - 1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
 - 2. Where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.

4.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE</u> (Cont'd)

4.5.1 Disconnection of Service (Cont'd)

D. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

- 1. Delinquency in payment for service by a previous occupant of the premises.
- 2. Failure to pay for merchandise or charges for non-utility service purchased from the Cooperative.
- 3. Failure to pay for a different type or class of telephone service unless charges for such service are included on the same bill.
- 4. Failure to pay the account of another customer as guarantor thereof, unless the Cooperative has in writing the guarantee as a condition precedent to services.
- 5. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing.
- 6. Failure to pay charges for calls to pay-per-call information services, as described in Section 8 of this Tariff.

E. Disconnection of Service by the Customer

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period, or applicable termination charges, or both.

4.5.2 Termination of Service

Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished plus any termination charge which may be applicable. No minimum or termination charge will apply in the event the service is terminated because of the condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.

4.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE</u> (Cont'd)

4.5.3 Restoration of Service

- A. For restoration of a customer's communications service when service has been disconnected, service charges pursuant to Section 15 of this tariff and the following conditions are applicable.
- B. Service will be restored within a reasonable length of time during regular working hours after full payment or payment arrangements have been made for all past due charges, including any payment of services charges for restoration of service. Where the history of a customer account warrants such action, the Company may request the customer to supply cash, money order, or cashier's check in payment for the bill and service charge(s) in lieu of accepting a personal check or moneys not guaranteed.
- C. At its discretion, the Company may restore or re-establish service that has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this tariff. Moreover, the company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

4.6 <u>CUSTOMER RELATIONS</u>

4.6.1 General

The Company will:

- A. Maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. These maps, or such other maps as may be required by the Commission, will be kept by the Company and will be available for Commission inspection during normal working hours. Each central location will have available up-to-date maps, or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants, and others entitled to the information, as to the facilities available for serving that locality.
- B. Notify customers affected by a change in rates or schedule of classification.
- C. Make available to all new residential telephone customers, at the time service is initiated, a directory with:
 - 1. Telephone repair and general service information
 - 2. Customer billing information
 - 3. Directory assistance information
 - 4. Allowance for failure of service
 - 5. Extended area service calling areas
 - 6. Custom calling features available
 - 7. International calling information
 - 8. South Carolina prefix reference guide
 - 9. Statement of nondiscrimination

4.6.2 Customer Complaints

Upon complaint to the Company by a customer, either at the Company's office, by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.

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4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.3 Applicant or Customer Deposit

A. Definition of Applicant and Customer

For purposes of this subsection, an applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

B. Establishment of Credit for Applicants

- 1. The Company may require a permanent applicant for service to satisfactorily establish credit, but such establishment of credit will not relieve the customer from prompt payment of bills.
- 2. An applicant will be required to pay a deposit if any of the following conditions exist:
 - a. The applicant's past payment record to a telecommunications utility shows delinquent payment practice, i.e., applicant has had two consecutive 30 day arrearages, or more than two non-consecutive 30-day arrearages in the past 24 months, or applicant has been sent four or more late payment notices in the past nine months, or
 - b. A new applicant cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within the State of South Carolina to guarantee payment, or
 - c. An applicant has had his service terminated by any telecommunications utility for non-payment or fraudulent use.
- 3. If the applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required, the third party guarantor must be a customer of the Company and must have been a customer of the Company for at least one year, and have established satisfactory credit in which no balance has been carried forward.

The guaranty contract shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the applicant from whom a Contract of Guaranty was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service as provided in this Tariff.

4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

- B. Establishment of Credit for Applicants (Cont'd)
 - 4. Every applicant who has previously been a customer of the Company and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Company, or execute a deferred payment agreement if offered, and re-establish credit before service is rendered by the Company.

C. Establishment of Credit for Customers

- 1. The Company may require a customer to satisfactorily re-establish credit, but such re-establishment of credit will not relieve the customer from prompt payment of bills.
- 2. A customer will be required to pay a deposit if any of the following conditions exist:
 - a. The customer's past payment record to a telecommunications utility shows delinquent payment practice, i.e., customer has had two consecutive 30 day arrearages, or more than two non-consecutive 30-day arrearages in the past 24 months, or customer has been sent four or more late payment notices in the past nine months, or
 - b. A customer has no deposit and presently is delinquent in payments (i.e., has had two consecutive 3-day arrears, or more than two non-consecutive 30-day arrears, in the past 24 months), or
 - c. A customer has had his service terminated by any telecommunications utility for non-payment or fraudulent use.

4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

D. Deposit Receipt

The Company shall issue a receipt of deposit to each customer from whom a deposit is received, and shall provide means whereby a customer may establish his claim if his receipt is lost.

E. Amount of Deposit

- 1. For an applicant, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes, and excluding billings for 900 and 900-type charges, and non-regulated items). For a customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months (including toll and taxes, and excluding billings for 900 and 900-type charges, and non-regulated items).
- 2. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer.

F. Interest on Deposits

- 1. Simple interest on deposits at the rate as prescribed by the Commission shall be paid by the Company to each customer required to make such deposit for the time it is held by the Company.
- 2. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned.
- 3. The deposit shall cease to draw interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

G. Deposit Records

The Company will keep records to show:

- 1. the name and address of each depositor;
- 2. the amount and date of the deposit;
- 3. the last transaction concerning the deposit; and
- 4. the reasons why deposit retained after two year retention period.

H. Deposit Retention

Deposits shall be refunded completely with interest after two years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills or has been sent more than two late payment notices in the past nine (9) months, or has a returned check in the past six (6) months.

4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

I. Unclaimed Deposits

A record of each unclaimed deposit must be maintained for at least two years, during which time the Company shall make a reasonable effort to return the deposit. Unclaimed deposits, together with accrued interest, shall be turned over to the South Carolina Tax Commission as prescribed by law.

J. Deposit Credit

Where a customer has been required to make a guaranteed deposit, that deposit shall not relieve the customer of the obligation to pay the service bill when due, but where such deposit has been made and service has been disconnected because of nonpayment of account, then unless the customer shall, within seventy-two hours after service has been disconnected, apply for reconnection of service and pay the account, the account may be discontinued. If the Company discontinues the account, the Company shall apply the deposit of such customer toward the discharge of such account and shall refund to the customer any excess.

4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.4 Payment for Service

A customer shall be responsible for the payment of all rates and charges for services and equipment furnished the customer, including charges for services originated and/or charges accepted at the customer telephone. Failure to receive a bill and disconnect notice does not relieve the customer of the responsibility for payment. The services or facilities furnished by the company may be disconnected for failure of the customer to pay any sum due as set forth under disconnection of service.

A. Billing Period and Charges

- 1. Bills for telephone service will normally be rendered monthly. Bills shall show the period of time covered by the billings, and shall show a listing of all charges due and payable, including outstanding amounts.
- 2. Charges for local services and facilities are payable monthly in advance. Toll message service charges and service charges are payable when billed.
- 3. Special charges, fees, and taxes There shall be added to the customer's bill for service, an additional charge equal to the pro-rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now, or hereafter imposed by any municipal taxing body or municipal authority, whether by statute, ordinance, law, or otherwise, and whether presently due, or to hereafter become due, upon approval of the charge by the Commission.

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month, will be pro rated based on the actual number of days for the period in question.

4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.4 Payment for Service (Cont'd)

- C. Provision for Certain Local Taxes and Fees
 - 1. When any municipality, other political subdivision, local agency of government, or South Carolina Public Service Commission imposes upon and collects from the Company, a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company customer receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.
 - 2. The Company may adjust its rates and charges or impose additional rates and charges on its customers in order to recover amounts it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs includes, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access Company services.

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill. If the customer does not fulfill the terms of such payment arrangements, the Company shall have the right to disconnect service.

4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.5 Allowance for Interruptions

In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for forty-eight (48) hours or longer after being reported to be out of order and after access to the premises is made available, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.

4.6.6 Adjustment of Charges for Overbilling and Underbilling

- A. If billing for communications service is found to differ from the Company's lawful rates for the service being purchased by the customer, or if the Company fails to bill the customer for such services, a billing adjustment shall be calculated by the Company.
- B. If the Company has inadvertently overcharged a customer as a result of a misapplied schedule or any other human or machine error, the Company shall, at the customer's option, credit or refund the excess amount paid by that customer or credit the amount billed as provided by the following:
 - 1. If the interval during which the customer was overcharged can be determined, the Company shall credit or refund the excess amount charged during the interval, provided that the applicable statute of limitations shall not be exceeded.
 - 2. If the interval during which the customer was overcharged cannot be determined, the Company shall credit or refund the excess amount during the twelve (12)-month period preceding the date when the error was discovered.
 - 3. If the exact amount of the overcharge incurred by the customer during the billing periods subject to adjustment cannot be determined, then the credit or refund shall be based on an appropriate estimated amount of excess payment.
- C. If the Company has undercharged any customer as a result of a fraudulent or willfully misleading action of that customer, or any action by any person (other than the employees or agents of the Company), the Company shall recover the deficient amount as follows:
 - 1. If the interval during which the customer was undercharged can be determined, then the Company shall collect the deficient amount incurred during the entire interval, provided the applicable statute of limitations is not exceeded.
 - 2. If the interval during which the customer was undercharged cannot be determined, then the Company shall collect the deficient amount incurred during the twelve (12) month period preceding the date when the billing error was discovered by the Company.

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4.6 <u>CUSTOMER RELATIONS</u> (Cont'd)

4.6.6 Adjustment of Charges for Overbilling and Underbilling (Cont'd)

- D. If the Company has undercharged any customer as a result of a misapplied schedule, or any human or machine error, the Company may recover the deficient amount as follows:
 - 1. If the interval during which a customer was undercharged can be determined, then the Company may collect the deficient amount incurred during the entire interval up to a maximum period of six months.
 - 2. If the interval during which a customer was undercharged cannot be determined, then the Company may collect the deficient amount incurred during the six month period preceding the date when the billing error was discovered by the Company.
 - 3. The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills devoid of late charges, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.
- E. The Company will not adjust an overpayment by a customer unless the claim for such overpayment, together with proper evidence, is submitted to the Company by the customer. All overpayments will be applied as credit on the customer's bill.
- F. If the Company has willfully overcharged any customer, the Company shall refund the difference, plus interest, as prescribed by the Commission, for the period of time that can be determined that the customer was overcharged.

4.6.7 Disputed Bills

- A. In the event of a dispute between a customer and the Company regarding any bill for utility service, the utility shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the customer.
- B. A customer's service shall not be subject to disconnection for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed sixty (60) days. The customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

4.7 LIABILITY OF THE COMPANY

4.7.1 Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or of the Company, in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate local service charge to the customer for the period of service during which such service irregularities occur.

4.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

4.7.3 Indemnifying Agreement

The Company shall be indemnified and held harmless by the customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof; claims for infringement of patents arising from combination with, or use in connection with, facilities furnished by the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

4.7.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premises.

4.7.5 Service and Facilities in Explosive Atmospheres

A. The Company neither guarantees, nor makes any warranty with respect to, service and facilities provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless for any and all losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer, or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the Company's facilities.

4.7 <u>LIABILITY OF THE COMPANY</u> (Cont'd)

4.7.5 Service and Facilities in Explosive Atmospheres (Cont'd)

- B. The Company may require each customer to sign an agreement for the furnishing of such service and facilities as a condition precedent to the furnishing of such service and facilities.
- C. The customer shall furnish, install, and maintain sealed conduit with explosive-proof fittings between these facilities and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain these facilities within the hazardous area if, in the opinion of the Company injury or damage to Company employees or property might result from installation or maintenance by the Company.

4.7.6 Change of Telephone Numbers

The Telephone Company does not undertake to continue the furnishing of service to a subscriber in any exchange area through any particular central office in that area and may change the telephone number of the central office designation whenever it deems it desirable in the conduct of its business.

4.8 TAMPERING WITH EQUIPMENT

The Telephone Company may refuse to furnish telephone service, or may deny telephone service, to any person, firm or corporation on whose premises is located any telephone equipment which shows any evidence of tampering, manipulating, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

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5.1 <u>DEFINITIONS</u>

5.1.1 Service Charge

A service charge consists of one or more of the following nonrecurring charges for work required to establish initial service or to make subsequent additions to or changes in that service.

5.1.2 Service Charge Elements

A. Service Order Charge

Applicable to functions involving the receipt, recording and processing of information in connection with a customer's or applicant's request for service to be provided to the same account, at the same time and on the same premises or continuous property.

B. Central Office (CO) Line Connection Charge

Applies to all or part of the work required to establish or rearrange the line extending from the serving central office to the customer's premises, on the Company's side of the demarcation point.

C. Access Line Work

Applies to Line Work required to provide the circuit from the central office to the protector on the customer's premises.

D. Premises Visit Charge

Applies per visit when a trip to the customer or applicant's premises is necessary to comply with the customer or applicant's request to establish, to add to, or to rearrange service.

An hourly charge applies when the premises visit is a result of customer premises equipment trouble.

5.2 <u>APPLICATION OF CHARGES</u>

5.2.1 General

- A. Service charges are in addition to and are applicable for all services furnished to the customer as indicated throughout this tariff except as provided hereinafter. Such charges apply in addition to, and not in lieu of, installation charges or construction charges associated with unusual costs incurred to establish service.
- B. The service charges specified in this tariff are intended to cover costs incurred by the Company to establish, to add to, or to rearrange service as requested by the customer.
- C. The charges in this section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. The Company may schedule work at its discretion at a time other than normal working hours or working days, or may interrupt work once begun if the customer so requests. In those cases where the customer requests the work to be interrupted, an additional charge based on the additional costs will apply.
- D. Where the service desired requires more than one of the multielement charges described in this tariff, the total charge is the sum of the separate charges for each function required except as hereinafter provided.
- E. Service charges may be required to be paid at the time of application for service, or upon presentation of a bill. Service charges may be paid in monthly installments not to exceed a total of more than six (6) months.
- F. Charges specified in this section do not apply to services furnished under the concurrence provisions filed in this tariff. Nonrecurring charges for these services may be included in this tariff or in a tariff in which the Company concurs.

5.2 <u>APPLICATION OF CHARGES (Cont'd)</u>

5.2.2 Specific Application of Charges

A. <u>Service Order Charges</u>

- 1. Primary Service Order charges are applicable:
 - a. For requests to establish an account for initial connection of service.
 - b. For connection of additional local exchange lines, private lines or access line extensions to an established service.
- 2. Secondary Service Order charges are applicable:
 - a. For changes and transfers of service involving a change in name and responsibility, whether or not there is a lapse in service, and to a change in class of service.
 - b. For customer request for a change in telephone number.
 - c. For changes in class of service (from business to residence or residence to business)
 - d. For restoration of service disconnected for non-payment or temporarily suspended at the request of the customer.
- 3. The Service Order Charge applies per customer request for work ordered and requested to be completed at the same time on the same premises.
- 4. One Service Order Charge applies to each customer request for new connection, inside move or change in telephone service or other provision of equipment.

B. Central Office (CO) Line Connection Charges

- The CO line connection charge is applicable for work completed within the central office. The CO line connection charge shall be required when the work is for connection or reconnection of local exchange lines, local private lines, and access line extensions or to a coin line when going into a switch for service.
- 2. One CO line connection charge applies for each line connected or restored and for each telephone number changed, at the customer's request.
- 3. When two or more segments of a local private line or access line extension is bridged in the central office, one CO line connection charge will apply for each line.
- 4. One CO line connection charge applies for reconnection after service has been terminated for non-payment.

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5.2 <u>APPLICATION OF CHARGES</u> (Cont'd)

5.2.2 Specific Application of Charges (Cont'd)

C. Access Line Work

The Access Line Work charge is applicable for work done in the course of providing a circuit to the customer's demarcation point.

D. Premises Visit Charge

- 1. A Premises Visit Charge is applicable when a trip to the customer's premise is required to complete work requested by the customer, as shown on the related service order.
- 2. Only one Premises Visit Charge will apply in connection with the same service order when more than one trip to the customer or applicant's premises is necessary for Company reasons. The charge will apply if additional trips are necessitated by the customer or applicant's request.
- 3. A Premises Visit Charge is not applicable for disconnection of service.

5.3 SCHEDULE OF SERVICE CHARGES

The Schedule of service charges for those services identified in Section 5.2.2 can be found in Section 16 of this Tariff.

5.4 SERVICE CHARGES FOR MOVES AND CHANGES

- 5.4.1 Move and change charges apply to each class of service separately except in those cases where the charge is based on the estimated cost of making the move or change required. In the latter case, the charge is based on the total estimated cost of moving or changing all of the equipment and not on each separate unit.
- **5.4.2** Charges for moves apply to a transfer of telephone service from one location to another on the same premises where there is no interruption of the service other than is incident to the work involved. Transfers of telephone service from one premise to another or from one location to another on the same premises involving a break in the continuity of service and resulting in a cessation of local service charges are not considered as moves.
- **5.4.3** Charges for changes of telephone service requested by the subscriber, except as provided hereinafter, apply as follows:
 - A. For rearrangement of drop wire and/or protector, a Service Ordering Charge and Premises Visit Charge as specified in this Section shall apply. A central office Line Connection Charge shall also apply per trunk or main station served by the drop wire and/or protector being arranged.

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5.4 <u>SERVICE CHARGES FOR MOVES AND CHANGES</u> (Cont'd)

- **5.4.4** Charges for Moves and Changes do not apply to:
 - A. Stations for which no service charges apply.
 - B. Moves or changes required for the proper maintenance of the service.
 - C. Changes in telephone numbers made when, in the judgment of the Company, such changes are necessary for continuation of satisfactory service.

5.5 TRANSFER OF TELEPHONE SERVICE TO DIFFERENT PREMISES

Transfers of telephone service from one premises to another or from one location to another on the same premises involving a break in the continuity of service and resulting in a cessation of local service charges are not considered as moves but as new service connections subject to service charges.

5.6 <u>RESTORATION CHARGE</u>

5.6.1 Non-Payment

In the event service is temporarily interrupted for non-payment of charge, such service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified in Section 16 will be applicable to restore such services.

5.6.2 Temporary Suspension

In the event service is temporarily suspended at the subscriber's request in accordance with the provisions as set forth, such service will be restored and charges as specified in Section 16 will apply.

5.7 TERMINATION CHARGE

When a customer cancels an order for service prior to the establishment of service or the expiration of the initial contract period, a termination charge may be applicable.

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5.8 <u>LINK-UP SOUTH CAROLINA</u>

5.8.1 General

- A. Link-up South Carolina is offered to provide subsidized assistance to qualified applicants. It is intended to preserve and promote subscribership among low income households by providing a credit to and a deferred schedule for payment of the installation and connection charges applicable to the provisioning of residence service.
- A. The Company's rules for Link-up South Carolina program are as provided in Commission Order No. 87-1343, Docket No. 87-625-C.

5.8.2 Regulations

- A. Persons wishing to qualify for the credit must meet state certification criteria for eligibility including any state established income test. This credit is available only to residence customers, if requested at the time of initial application for service, and will be applied to the non-recurring charges for the establishment of service for a single telephone line per household at the principal place of residence.
- B. The subscriber must live at an address where there has been no telephone service for at least three (3) months prior to the date that assistance is requested.
- C. The subscriber must not have received this assistance within the last two (2) years, with receipt of such assistance to be measured from the date of initiation of the telephone services for which assistance was provided.
- D. The subscriber must not be a dependent for federal income tax purposes, unless the subscriber is more than sixty (60) years of age.

5.8.3 Rates and Charges

Credit is fifty percent (50%) of the sum of the normal service order charge and the access line connection charge, subject however to a maximum credit of thirty dollars (\$30.00). Applicant will be informed that he or she may pay all regulated charges, up to a maximum of \$200.00 (other arrangements will be made for the balance beyond \$200.00), associated with connection of telephone service in up to six equal, interest-free payments which will be added to the applicant's monthly billing for telephone.

5.9 MALICIOUS CALL TRACE

5.9.1 General

At the subscriber's written request, the Company will place trace facilities on the subscriber's line for a period of up to two weeks. Should the subscriber desire a longer trace period, the time may be extended in two week intervals at the written request of the subscriber.

5.9.2 Rates and Charges

The malicious call trace charge can be found in Section 16 of this tariff.

5.10 RETURNED CHECK CHARGE

5.10.1 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business.

5.10.2 Rates and Charges

The returned check charge can be found in Section 16 of this tariff.

5.11 <u>LATE PAYMENT CHARGE</u>

5.11.1 General

A late payment charge will be applied to each customer's bill when the previous month's bill has not been paid in full by the billing due date.

5.11.2 Rates and Charges

The late payment charge can be found in Section 16 of this tariff.

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6.1 <u>APPLICATION OF RATES, CHARGES AND REGULATIONS</u>

6.1.1 Local Flat Rate Service

- A. Local exchange access service rates and charges as specified in this tariff are for only local exchange service and facilities of the Company within the Company's exchange service area as approved by the Commission.
- B. The furnishing of communications services by the Company is also subject to the rates, charges, rules and regulations of this General Exchange Tariff as it now exists or as it may be revised, added to, or supplemented by superseding issues, and these rates are hereby made a part of these local exchange service tariffs.
- C. This tariff cancels and supersedes all other local exchange service tariffs issued and effective prior to the effective date of these tariffs.
- D. Unless otherwise specified, the rates and charges listed in this tariff are payable for a period of one month, in advance, and entitle the customer to unlimited, flat rate calling.
- E. The Palmetto Rural Telephone Cooperative, Inc. offers single party residence and business service throughout its service area.
 - Effective, January 1, 2002, local service other than single party service is being discontinued and will not be available to new customers. Existing customers will be able to continue to use two party or local service other than single party service. However, when the customer discontinues local service other than single party service and switches to single party local service, the customer will not be able to switch back to local service other than single party service.
- F. Rates and Charges for this service and other miscellaneous services can be found in Section 16 of this Tariff.

6.1 <u>APPLICATION OF RATES, CHARGES AND REGULATIONS</u> (Cont'd)

6.1.2 Local Calling Areas

The local exchange rates authorized by the South Carolina Public Service Commission, listed in Section 16.4, entitle subscribers to access all exchange access lines: (1) bearing the central office designations of the subscriber's exchange, (2) the central office designation(s) of additional exchanges or central offices as follows:

Exchange/NXX Exchanges in Local Calling Area

COTTAGEVILLE Hendersonville, Lodge, Walterboro, North

Walterboro, South Walterboro, Williams

HENDERSONVILLE Cottageville, Lodge, Walterboro, North Walterboro,

South Walterboro, Williams

LODGE Cottageville, Hendersonville, Walterboro, North

Walterboro, South Walterboro, Williams

WALTERBORO Cottageville, Hendersonville, Lodge, North

Walterboro, South Walterboro, Williams

NORTH WALTERBORO Cottageville, Hendersonville, Lodge, Walterboro,

South Walterboro, Williams

SOUTH WALTERBORO Cottageville, Hendersonville, Lodge, Walterboro,

North Walterboro, Williams

WILLIAMS Cottageville, Hendersonville, Lodge, North

Walterboro, South Walterboro, Walterboro

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6.2 <u>LIFELINE PROGRAM</u>

6.2.1 General

- A. The Lifeline Program is a telephone assistance program designed to make telephone service available at reduced rates to eligible residential customers.
- B. Eligible customers will receive a credit not to exceed the current federally-mandated Subscriber Line Charge (End User Common Line Charge). The credit will be applied to Basic Local Exchange Service.
- C. The Lifeline Program reduction to Basic Local Exchange Service shall apply only to residential one-party service.
- D. Nothing in this Section shall prohibit a customer who is otherwise eligible for the Lifeline Program from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications services.
- E. The Lifeline Program rate reduction does not apply to Service Connection Charges, except that customers eligible for the Link Up America Program will receive a reduction on applicable Service Connection Services as set forth in Section 16 of this Tariff.
- F. The Lifeline Program rate will not be available on a retroactive basis.

6.2 <u>LIFELINE PROGRAM</u> (Cont'd)

6.2.2 Eligibility Requirements

- A. The discounted service will be provided for one (1) telephone line per household, at the subscriber's principal place of residence. Individuals who meet the following three criteria are eligible for Lifeline Assistance.
 - 1. The applicant cannot be a dependent as defined by the Federal Income Tax Code, under the age of sixty (60);
 - 2. The applicant is head of household; and
 - 3. The applicant must have only one (1) local exchange access line to his/her residential premises or dwelling place; and
- B. Verification of the first two (2) requirements will be accomplished through self-certification.
- C. A service order to establish the applicant's telephone service will not be issued until proof of the applicant's income level has been obtained and verified. As proof of income eligibility, an applicant can: 1) show that he/she is currently a recipient of benefits under one (1) of several specified public assistance programs; or 2) demonstrate poverty level income.

The process to be followed under each of these alternatives is outlined as follows:

- 1. Participation in Public Assistance Programs:
 - a. The specified programs are as follows:
 - Aid to Families with Dependent Children (AFDC)
 - Food Stamps
 - Home Energy Assistance Programs (HEAP)
 - Medical Assistance Program (MAP)
 - Supplemental Security Income (SSI)
 - Women, Infants and Children (WIC)
 - b. Individuals choosing this option are required to deliver or mail to the Company a photocopy of a valid identification card or of the appropriate documents that are issued to them by the agency administering the program.

6.2 <u>LIFELINE PROGRAM</u> (Cont'd)

6.2.2 Eligibility Requirements

- C. (Cont'd)
 - 2. Applicants who demonstrate poverty level income either:
 - a. As determined by the individual's Federal income tax return. Individuals choosing this option are required to obtain and deliver or mail to the Company a photocopy of their most recent U.S. Individual Tax Return (Form 1040, 1040A, or 1040EZ) that was submitted to the Internal Revenue Service. The Company will look at the number of exemptions reported to determine the size of the family unit and the dollar amount reported on the adjusted gross income line. These figures will then be compared to current federal poverty income level guideline tables, as published in the Federal Register, to determine if the applicant meets the income criteria.
 - b. Fixed income, retired or other subscribers not required to file an individual tax return (Form 1040, Form 1040A or 1040EZ) should write a letter to the Company with a written statement to the effect they qualify for the Lifeline Program. The Company may choose to verify this information with a State or Federal agency before determining the applicant's eligibility.

6.2.3 Restrictions

The Lifeline Program rate will only be provided for service to the applicant's principal residence or dwelling.

6.2.4 Recertification

Customers must recertify on an annual basis that they continue to qualify for the discounted service.

6.2 <u>LIFELINE PROGRAM</u> (Cont'd)

6.2.5 Credit and Collection

A. Credit References

The credit verification procedures used for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Lifeline Program.

B. Deposits

Deposit requirements will be waived for all applicants who qualify for Lifeline Service, as long as the applicants continue to qualify for Lifeline Service.

6.2.6 Service Connection Charges

- A. Service charges do not apply to eligible customers with existing residential access line service when they convert to the Lifeline Program.
- B. Service Connection Charges will apply when:
 - 1. Existing eligible residential Local Exchange Service customers also convert to a different grade of eligible residential service and/or Optional Calling Services at the time the Lifeline Program billing is initiated.
 - 2. A customer receiving Lifeline Program billing voluntarily elects to convert to telephone service arrangements which preclude Lifeline Program eligibility.
 - 3. New residential applicants (those without existing Local Exchange Service) eligible for the Lifeline Program will be subject to applicable Service Connection Charges, including the Link Up America Program, as specified in Section 5 of this Tariff.
- C. Any subsequent moves or changes after the initial connection to the Lifeline Program will be subject to the applicable Service Charges as outlined in Section 16 of this Tariff.

6.3 <u>VERIFICATION AND EMERGENCY INTERRUPT SERVICE</u>

6.3.1 General

Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

A. Verification

- 1. The Company furnishes Verification Service for the purpose of aiding subscribers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local subscriber line.
- 2. A subscriber originated request for verification of a local number other than an emergency agency number is a chargeable verification request if a Company operator determines that the line is in use. No charge applies if the line is out of order.

B. Emergency Interrupt Service

- The Company furnishes Emergency Interrupt Service when a subscriber who has originated a verification request to a line which has been found in a busy talking state informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared.
- 2. A subscriber originated request for Emergency Interrupt to a local number other than an emergency agency number is a chargeable Emergency Interrupt request.

6.3.2 Application of Rates and Charges

No charge will apply if the requesting customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency which is operated by the federal, state or local government and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire department, etc.

6.3.3 Rates and Charges

Rates and Charges for this service can be found in Section 16 of this tariff.

6.4 TOUCH CALLING SERVICE (PUSHBUTTON DIALING)

6.4.1 General

Touch calling service which will allow the use of a pushbutton type dial.

6.4.2 Rates

Rates and Charges for this service can be found in Section 16 of this tariff.

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7.1 <u>DIRECTORY LISTINGS</u>

7.1.1 Provision of Directory Listings

- A. These rates and regulations for directory listings apply only to the information records and the alphabetical section of the directory containing the regular alphabetical list of customers.
 - In order that the telephone directory may serve its purpose in the best manner, the listings are subject to certain regulations included in this and other tariff sections or specifications for telephone directories.
- B. Listings are regularly provided in connection with all classes of exchange service except public telephone service, unless the customer subscribes to nonpublished number service.
- C. Directory listings are provided to aid in the use of telephone service through the identification of customers' telephone numbers. Special arrangements of names is not contemplated nor any form of listing which does not facilitate use of directory service, is otherwise objectionable, or is unnecessary for purposes of identification.
- D. Arrangements of names designed to be of advertising value are not permitted in connection with either primary or additional listings.
- E. As an aid in identifying business subscribers, certain business or professional designations are furnished in connection with listings for business service. If, in the judgment of the Telephone Company, it is necessary in order to properly identify the subscriber, descriptive titles or designations may also be furnished in connection with residence service. Business designations, however, are not furnished in connection with listings of residence service.
- F. The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired.
- G. In connection with primary and additional listings, the Company may require written authorization for the use of the name of a business or a listing that includes the trade name of another. The Company may refuse to accept or may delete such listings where such written authorization is not furnished.
- H. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- I. The directory is published at intervals determined by the Company. The subscribers of two or more exchanges may be listed in the same directory, either in separate sections or in one list as determined by the Company.

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7.1 <u>DIRECTORY LISTINGS</u> (Cont'd)

7.1.1 Provision of Directory Listings (Cont'd)

- J. Non-listed service is provided by the Company under the terms stated below.
 - 1. This is a type of service where the customer's number is not included in the published directory, but is included in the information records and is provided by the directory assistance operator upon request.
 - 2. The Company assumes no liability for publishing a nonlisted telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the monthly charges applied for this service by the Company for nonpublished service. The company will change the customer's number for free.
 - 3. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to publish a number of a nonlisted telephone number in the telephone directory.
 - 4. The rate for nonlisted service does not apply to public telephone service, or service in addition to the regularly listed service for the same customer at the same location, such as additional lines in a rotary group.
 - 5. A customer residing in an E911 Service district forfeits the privacy afforded by nonlisted service to the extent that the customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.
- K. The customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company harmless of and from any claims, loss, damage, or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual, or other right to the use of a name to be listed in a telephone directory of the Company.
- L. Rates and charges for this service can be found in section 16 of this Tariff.

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7.1 <u>DIRECTORY LISTINGS</u> (Cont'd)

7.1.2 Primary Directory Listings

A. Number of Listings Provided Without Charge

Except as provided in this tariff, one primary listing is provided without extra charge for each main service or for the first number in a group, when two or more main station lines are consecutively operated.

B. Business Listings

Business listings consist of a name, a designation descriptive of the customer's business, the address of the premises at which service is rendered, and the telephone number. Business designations (e.g., ofc., atty., M.D., etc.) may be used when appropriate. The primary listing is ordinarily the name of the individual, firm or corporation that contracts for the service or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

C. Residence Listings

- 1. Residence listings consist of a name or dual names, the address of the premises at which service is rendered and the telephone number. The primary listing is ordinarily the name or dual names of customers who apply for the service, but the listing may be in the name of a second party designated by the customer.
- 2. Any listing other than an individual name will be considered a business service listing with the exception of those specified in this tariff.
- 3. Dual name listings are available for only residence subscribers who share the same surname and reside at the same address or where a person is known by two first names. Dual name listings may be provided as an additional listing at the regular residential additional listing rate.
- 4. A residence subscriber who has a regular additional business listing and residence service may have his primary residence listing indented under such business listing.

7.1 <u>DIRECTORY LISTINGS</u> (Cont'd)

7.1.3 Additional Directory Listings

A. General

- 1. The regular extra listing rates and conditions apply to each regular or special type of additional listing ordered by the customer.
- 2. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance, whether or not such listings appear or will appear in the directory.
- 3. Additional listing charges are automatically discontinued upon termination of the main service.
- 4. Additional directory listings may be the names of individuals, firms or corporations who are entitled to use the telephone service under the rules and regulations governing the use of such service.
- 5. Additional directory business listings may be the name of the subscriber; the names of members of the firm if the subscriber is a firm; the names of officers of the corporation if the subscriber is a corporation; and for any business establishment, the names of employees or representatives of the subscriber. Likewise, additional directory business listings may be the names of firms, persons, corporations, associations, or institutions that the subscriber owns, controls, or represents. Representation is defined as the relationship in which one acts as the agent for another. It does not include cases where one sells commodities or performs other services but in so doing acts for himself and not as the agent for another.
- 6. The Company may require evidence of consent to the use of names other than that of the subscriber.
- 7. Additional Directory residence listings may be the name of the subscriber; the names of permanent guests or tenants who maintain their residence in a family hotel or apartment house, transient hotel or club, where the service of such guests or tenants is provided through the private branch exchange of the hotel, apartment house, or club; the names of permanent guests or tenants who maintain their resident in a boarding or rooming house where service is provided by means of public telephone service.

7.1 <u>DIRECTORY LISTINGS</u> (Cont'd)

7.1.3 Additional Directory Listings (Cont'd)

- B. Special Types of Additional Listings
 - 1. Reference Listings

Listings of nicknames, abbreviated names, rearrangements of names, names which are commonly spelled in more than one way, and other names by which customers are known are permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer and when they are not desired to secure a preferential position in the directory or for advertising purposes. Cross-reference listings are permitted when their use will facilitate the handling of telephone calls.

2. Alternate (Directive) Listings

Listing of an alternate telephone number to be called in case no answer is received is permitted for customers. Alternate listings are of two general types as described below:

- a. Nights, Sundays and Holidays:
 - 1. This type of alternate listing refers calling parties to an alternate telephone number to be used after business hours and on Sundays and holidays. The monthly rate for such listing is the regular additional listing rate per month for each line of the "Note:" and to each listing included under the "Note:" of the alternate directory listing.
 - 2. Names of individuals are not permitted in listings of this type: however, telephone numbers may be shown of those entitled to use the service in connection with which the alternate listing is to be provided and who are agreeable to the use of their numbers in such alternate listing. Listings of this type may indicate the telephone numbers of members of the immediate family of the customer desiring the alternate listing.
- b. If No Answer, Dial:

Alternate listings which refer calling parties to other telephone numbers in case no answer is received at the preceding listed telephone may indicate the telephone number of customers who are agreeable to the use of their numbers in such listings. This type of alternate listing is charged for at the regular rate for an additional listing.

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7.1 **DIRECTORY LISTINGS** (Cont'd)

Additional Directory Listings (Cont'd) 7.1.3

- Special Types of Additional Listings (Cont'd) В.
 - 3. Foreign Listings

Foreign listings are listings appearing in a directory other than the directory for which local service is furnished.

Extra Lines of Information: 4.

> Listings of other information that is not required in order to efficiently handle telephone traffic is not included in the charges for service. For example, such other information may be the office hours of a business. The Company may accept listings of such miscellaneous information at its discretion, at the rates for regular additional listings or extra lines of information.

5. **Indented Listings**

Indented listings are employed where a customer has more than one listing for service under the same name at one or more locations. An indented listing may be either a business listing or a residence listing where the name in the second listing would be a repetition of that in the first.

6. **Caption Listings**

Listings may be indented under a caption or sub-caption at no additional charge for the caption arrangement when in the judgment of the Company the caption will facilitate the use of service.

The captions must be an essential part of the indented listings which follow and may include names of departments, branches of the business or titles of officials.

Listings that are variations of the same general line of business or which in the judgment of the Company appear to advertise the extent of the customer's business are not permitted in listings to be indented under captions.

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7.1 <u>DIRECTORY LISTINGS</u> (Cont'd)

7.1.3 Additional Directory Listings (Cont'd)

- B. Special Types of Additional Listings (Cont'd)
 - 7. Temporary Listings
 - a. Residence customers who lease their premises for periods of less than one year and who request the Company to render service to their tenants without a change in the customer billing may arrange for the listing of such tenants on "Directory Assistance" records only.
 - b. A minimum charge applies for an additional listing for any listing period. All charges including such additional listing charges will continue to be rendered in the name of the customer who shall continue to remain responsible for all such charges.

The minimum charge can be found in Section 16 of this tariff.

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7.1 <u>DIRECTORY LISTINGS</u> (Cont'd)

7.1.4 Non-Published Number Service

A. General

- 1. Non-Published Number Service provides for the omission or deletion of a customer's telephone number listing from the Company's directories.
- 2. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the Company's monthly charges applicable to Non-Published Service.
- 3. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a number of a non-published telephone number in the telephone directory, or disclosing of such number to any person.
- 4. The rate for Non-Published Service does not apply to
 - a. Foreign Exchange Service where the customer is also furnished Local Exchange Service.
 - b. Additional service listed in the directory at the same address.
 - c. To a customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the customer is listed under the telephone number of the Private Branch Exchange, or Centrex Service furnished to such establishments.
 - d. Service which is installed for a temporary period.
 - e. To additional service furnished to the same customer who has service listed in the Telephone Directory at a different address provided the listed service is in the same local exchange.

7.1 <u>DIRECTORY LISTINGS</u> (Cont'd)

7.1.4 Non-Published Number Service (Cont'd)

- A. General (Cont'd)
 - f. To Inward Wide Area Telephone Service
 - 5. A customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Service to the extent that the customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.
 - 6. A Service Connection Charge as stated in Section 16 applies to the establishment or change of Non-Published telephone numbers.

7.1.5 Liability For Directory Service

A. General

- 1. The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The customer agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability that may result from such error, omissions, or other failures.
- 2. The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.
- 3. In accepting listings as prescribed by applicants or customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.

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7.2 PROVISION AND OWNERSHIP OF DIRECTORIES

7.2.1 General

- A. One copy of local directories shall be distributed per access line, without charge.
- B. Telephone directories shall be issued approximately every twelve months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings.
- C. If a customer's number is incorrectly listed in the directory, and if the incorrect number is a working number, and if the customer to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number but is a usable number, the customer's number shall be changed to the listed number at no charge, if requested.

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SOUTH CAROLINA

MISCELLANEOUS SERVICE ARRANGEMENTS

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Issued: January 29, 2008 Effective: February 28, 2008

8.1 <u>EXTENSION LINE MILEAGE</u>

8.1.1 General

- A. Access line extension service consists of an additional circuit connected to an exchange access line either directly or through a switching device that uses Company facilities.
- B. Access line extensions will be provided in connection with all classes of local access lines, excluding public pay telephone service.
- C. Where two or more premises are used in the conduct of one establishment or business, or business access line extensions are requested at the residence location of the same customer, access line extensions may be provided on different premises. Special authorization is required, where valid need has been established, and provision of the service is subject to availability of facilities and technical limitations.
- D. Separate telephone numbers, distinctive designations or code ringing can be assigned to access line extensions for a separate charge.
- E. Rates and Charges for this service can be found in Section 16 of this Tariff.

8.2 ADVANCED CALLING SERVICES

8.2.1 General

A. Advanced Calling Services consist of a group of features commonly known as:

Custom Calling Features Advanced Calling Services Vertical Services Custom Local Area Signaling Services (CLASS)

These Advanced Calling Services will allow subscribers to efficiently manage the communications over their Local Exchange Access Line. These Advanced Calling Services are optional services offered in addition to the regular Local Exchange Access Line service.

- B. Advanced Calling Services are available to residence and business subscribers subject to the availability of Company equipment and facilities and may differ by exchange.
- C. Some of the Advanced Calling Services require the subscriber to dial a designated activation code.
- D. Some of the Advanced Calling Services may not function when calls originate from or terminate to equipment not suitably equipped for the Advanced Calling Services. Some of the Advanced Calling Services may only be functional under the following conditions:
 - 1. When both the originating subscriber and the terminating subscriber are serviced from the same central office.
 - 2. When both the call originating subscriber and the call terminating subscriber are served from different central offices equipped with Advanced Calling Services and are linked by the appropriate signaling facilities.

8.2 <u>ADVANCED CALLING SERVICES (Cont'd)</u>

8.2.1 General (Cont'd)

- E. Palmetto Rural Telephone Cooperative, Inc. (The Company) shall not be liable for any loss or damages arising out of errors, interruptions, defects, failure, or malfunctions of the Advanced Calling Services or equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of the Advanced Calling Services after Palmetto Rural Telephone Cooperative, Inc. has been notified, and has had reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the subscriber until service is restored.
- F. Except for willful misconduct or gross negligence of The Company, each subscriber releases, indemnifies and holds harmless the Company, its employees and agents from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the subscriber or by any other party or person, for any business loss, personal injury to or death of any person or persons, or for any loss, damaged or destruction of any property whether owned by the subscriber or others, arising out of the use of any of the Advanced Calling Services.

SECTION 8 1ST REVISED SHEET NO. 6 CANCELS ORIGINAL SHEET NO. 6

MISCELLANEOUS SERVICE ARRANGEMENTS

8.2 ADVANCED CALLING SERVICES (Cont'd)

8.2.2 Descriptions

A. Anonymous Call Rejection

This feature allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. When Anonymous Call Rejection (ACR) is activated on the customer's line and an incoming call marked private is received, the called party's telephone will not ring. The call will be routed to an announcement and subsequently terminated. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered. Incoming calls are checked for acceptance or rejection by ACR regardless of the current state of the ACR customer's line (e.g., off hook or idle).

B. Selective Call Block

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(C)

Selective Call Block enables the telephone subscriber to block the last incoming call or calls from a maximum of thirty-two (32) specified telephone numbers. To block specified telephone numbers, the subscriber can construct or modify a telephone number screening list by dialing a unique code. The Telephone Company's equipment will screen incoming calls against the subscriber's list and block those on the list. If facilities are unavailable to provide incoming call screening via the subscriber's list, standard call completion will occur. To block unknown telephone numbers, a subscriber can dial a special code after an unwanted call and block that unknown number. Callers whose numbers are blocked are directed to a Telephone Company recorded announcement.

C. <u>Call Forwarding</u>

Call Forwarding provides an arrangement for forwarding incoming calls to another telephone number by dialing a code and the number of the service to which calls are to be forwarded.

D. Call Forwarding Busy

Provides an arrangement for transferring incoming calls to another telephone number when called telephone number is busy by dialing a code and the number of the service to which the calls are to be transferred.

E. Call Forwarding Busy or No Answer

Provides an arrangement for transferring incoming calls to another telephone number when called telephone number is busy or is not answered by dialing a code and the number of the service to which the calls are to be transferred.

Issued: September 18, 2009 Effective: October 18, 2009

SECTION 8 1ST REVISED SHEET NO. 7 CANCELS ORIGINAL SHEET NO. 7

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.2 ADVANCED CALLING SERVICES (Cont'd)

8.2.2 Descriptions (Cont'd)

F. Call Forwarding No Answer

Call Forwarding No Answer provides an arrangement for transferring incoming calls to another telephone number when called number is not answered by dialing a code and the number of the service to which the calls are to be transferred.

G. <u>Selective Call Forwarding</u>

Selective Call Forwarding enables the telephone subscriber to forward incoming calls from a maximum of thirty-two (32) specified telephone numbers to another telephone number. The telephone subscriber can construct or modify the telephone number screening list by dialing a special activation code. All incoming calls are screened against the subscriber's list and forward only the calls from the telephone numbers included on the list. Calls forwarded by this feature are subject to all applicable local and long distance charges. These calls are also subject to transmission limitations.

H. Call Forwarding Remote Access

Call Forwarding Remote Access provides an arrangement for transferring incoming calls to another telephone number at a distant location by dialing a code and the number of the service to which the calls are to be transferred. Any toll charges incurred will be billed to the originally called telephone number.

Issued: September 18, 2009 Effective: October 18, 2009

8.2 <u>ADVANCED CALLING SERVICES</u> (Cont'd)

8.2.2 Descriptions (Cont'd)

I. Call Return

Call Return enables a customer to place a call to the telephone number associated with the most recent call terminating on the Call Return customer's line. The customer can dial a code to request that this feature place the call.

A call terminates on a Call Return customer's line when the call is answered, rings the line but is unanswered, receives a busy signal indicating the line is busy or is placed as a waiting call on the line's Call Waiting service.

The directory number of the most recent call termination is stored in the Call Return register until it is replaced by the directory number of the next call termination. If the Call Return feature is activated, the current number in the Call Return register is the one used to place the call.

There are two (2) Call Return options. Option number 1 will cause the system to attempt to place the return call immediately upon activation of the Call Return request. Option number 2 will announce the number of the last call termination to the Call Return customer and provide him with the option of canceling the Call Return request or placing the call.

If the called line is busy, a confirmation announcement informs the customer that Call Return is active and further informs him of how long the system will attempt to make the connection. When the called line becomes idle, the customer is notified, via a distinctive ring, that the Call Return feature is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

This feature is not available on operator handled calls. In connection with Call Return, the Company will deliver all numbers subject to technical limitations, including telephone numbers associated with Non-Published Listing Service.

If the incoming call is from a caller served by a PBX, only the main number of the PBX is transmitted to the Call Return register.

Other operating telephone companies have service offerings which permit several directory numbers to be directed to a single line or set of lines, which line or set of lines have a main directory number associated with it/them. In cases where a call is placed from a customer associated with one of these non-main directory numbers to a customer with the Call Return feature, the main directory number is the one which will be delivered to the Call Return register.

Call Return is available on a monthly basis or on a usage sensitive, per call basis.

(N)

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8.2 <u>ADVANCED CALLING SERVICES</u> (Cont'd)

8.2.2 Descriptions (Cont'd)

J. Call Selector

Call Selector provides distinctive ringing to the Call Selector customer whenever he receives a call from another customer with a directory number which is listed on the Call Selector customer's Call Selector list. This will enable the Call Selector customer to determine that the caller is from one of the numbers on the Call Selector list. The Call Selector list may contain a maximum of six (6) directory numbers.

Additionally, Call Selector provides distinctive Call Waiting tone if the customer has Call Waiting and he receives a call from another customer with a directory number which is listed on the Call Selector list while he has a call in progress.

The Call Selector customer creates his Call Selector list by dialing special codes from a touch-tone telephone to access the Call Selector list editing capability. The customer can then create the list through an interactive dialing sequence.

Calls from directory numbers not included on the Call Selector list will produce a normal ring or normal call waiting tone if appropriate.

Other operating telephone companies have service offerings which permit several directory numbers to be directed to a single line or set of lines, which line or set of lines have a main directory number associated with it/them. In cases where a call is placed from a line associated with one of these non-main directory numbers to a customer with the Call Selector feature, the main directory number is the one which will be delivered to the Call Selector feature. If the Call Selector list contains one of the non-main numbers instead of the main number, then no distinctive ringing will result.

8.2 <u>ADVANCED CALLING SERVICES</u> (Cont'd)

8.2.2 Descriptions (Cont'd)

K. <u>Call Tracing</u>

This feature allows the subscriber to initiate a trace on the last incoming call. The results of the trace will not be provided directly to the subscriber initiating the trace. The trace log will be printed at the telephone company or at some designated law enforcement agency premises. The subscriber will contact this agency to determine further action to be taken.

The subscriber with this feature assigned as a station option will dial an activation code to activate the feature. The call will be traced automatically, and the originating DN and the time the call was made will be forwarded to the predetermined location.

L. Call Waiting

Call Waiting informs the telephone subscriber with a burst of tone during a telephone conversation that another call is waiting to be answered. To answer the waiting call, the subscriber either flashes the hookswitch or hangs up the telephone.

8.2 <u>ADVANCED CALLING SERVICES</u> (Cont'd)

8.2.2 Descriptions (Cont'd)

M. Caller ID Services

Caller ID allows the telephone subscriber to receive the calling party's directory number and/or directory name on incoming calls before answering. The Caller ID information will be delivered to the called party's Customer Premises Equipment (CPE) during the silent interval between the first and second ring of the called party's line.

Caller ID may not be available on all calls because of stipulations specified in Tariff Section 8.2.2.N., Caller ID Block.

If the telephone subscriber received a call from a party that has activated Caller ID Block, these calls will be shown as "Private Caller" or some other similar notation.

Rates and charges for Caller ID can be found in Section 16 of this Tariff.

N. Caller ID Block

This feature will allow the calling party to suppress a Directory Number (DN) such that the called party with Caller ID Delivery does not receive the information. The called party will receive a "private" message instead of the calling party's DN.

Caller ID Block is provided to all subscribers on a per call basis at no charge. To activate this feature there must be a two (2) digit code dialed prior to placing a call.

Caller ID Block on a per line basis is available; see Section 16 for rates. This feature blocks Caller ID Delivery on all calls without the necessity of dialing a code with each call.

Law enforcement agencies, domestic violence intervention agencies, and certain other governmental agencies may be granted Caller ID Block on a per line basis without charge, if requested, on a case-by-case basis at the Company's discretion. If the company and the agency cannot reach an agreement on such a request, the agency may submit the matter to the South Carolina Public Service Commission for a determination on the merits.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.2 <u>ADVANCED CALLING SERVICES</u> (Cont'd)

8.2.2 Descriptions (Cont'd)

O. Caller ID on Call Waiting

The Caller ID on Call Waiting feature causes the identity of a calling party in a waiting call to be displayed on the called party's station, unless the identity of the calling party is private or unavailable for display. Caller ID on Call Waiting is available to subscribers who also subscribe to Caller ID with Number and Caller ID with Name and Number. Caller ID on Call Waiting subscribers must also be subscribed to Call Waiting; however, if the subscriber ends their subscription to the Caller ID on Call Waiting feature, their subscription to Call Waiting is not affected.

P. <u>Cancel Call Waiting</u>

This feature allows a customer with call waiting service to cancel the call waiting feature at any time on a per call basis.

8.2 <u>ADVANCED CALLING SERVICES</u> (Cont'd)

8.2.2 Descriptions (Cont'd)

Q. Remote Call Forwarding

(T)

Remote Call Forwarding provides an arrangement for transferring incoming calls to a local predetermined number by dialing a code only. The local predetermined number is programmed by the telephone company in the switching equipment.

(T)

R. <u>Distinctive Ring</u>

(T)

Distinctive Ring is an incoming call management feature which will allow the subscriber to define Directory Numbers that will provide the subscriber with special incoming call treatment. Any incoming calls on this list will be indicated by a distinctive ringing pattern or a distinctive Call Waiting tone, if applicable. Terminating calls from telephone numbers which are not on the list, or which cannot be identified, will be given standard treatment.

S. <u>Hot Line</u>

(T)

Hot Line provides an arrangement for immediate routing to a predetermined telephone number by placing the telephone in an off-hook position. This feature requires no dialing and may be used to assist disabled telephone users.

(D)

T. Repeat Dialing

(D)

Repeat Dialing is an ongoing call management feature which will enable the subscriber to have the system redial the last number called from his/her station. This will apply regardless of whether the original call was answered, unanswered, or encountered a busy tone. The system will monitor the calling and called lines and will attempt to connect the call for up to 30 minutes. The activation of this feature can be canceled by the customer when desired.

Repeat Dialing is available on a monthly basis or on a usage sensitive, per call basis.

(N) (N)

8.2 <u>ADVANCED CALLING SERVICES</u> (Cont'd)

8.2.2 Descriptions (Cont'd)

U. <u>Selective Call Acceptance</u>

Selective Call Acceptance enables a telephone subscriber to define telephone numbers from which calls will be accepted. The subscriber can construct or modify a telephone number screening list by dialing a unique code. The Telephone Company's equipment will screen incoming calls against the subscriber's list and complete calls from numbers on the subscriber's list. Calls from all other numbers will be routed to a recorded announcement.

V. Speed Calling

1. Speed Calling 8: Speed Calling allows the telephone subscriber to create a list of up to eight (8) frequently dialed numbers which the subscriber can call by dialing a one-digit code.

(T)

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(C) (C)

2. Speed Calling 30: Speed Calling allows the telephone subscriber to create a list of up to thirty (30) frequently dialed numbers which the subscriber can call by dialing a two-digit code.

W. Three-Way Calling

Three-Way Calling allows the telephone subscriber to add a third party to an existing telephone conversation. The subscriber can initiate three-way calling by flashing the hookswitch to place the original call on hold, dial the third party, and flash the hookswitch again to create a three-way call.

Three-Way Calling is available on a monthly basis or on a usage sensitive, per call basis. (N)

X. Three-Way Calling With Transfer

Three-Way Calling With Transfer permits an existing call to be held, and by dialing, a second call can be established and added to the connection. Transfer allows originating caller to hang up and allow other two parties to continue talking. This service contemplates that normal transmission performance quality cannot be guaranteed on all calls. The subscriber can transfer any call to any other station except when the resulting connection would be between outgoing trunks.

Y. Warm Line

Warm line allows a predetermined telephone number to be automatically dialed from the subscriber's telephone line when that subscriber takes the telephone off the hook and does not dial any digits within a certain period of time. The timeout interval may be set at 1 to 28 seconds.

8.2 ADVANCED CALLING SERVICES (Cont'd)

8.2.2 Descriptions (Cont'd)

Z. Account Code Plus

The Account Code Plus Service is used to allow account code information to be included with the subscriber's bills and e-mail along with the usage data for timed calls. The account code is dialed by the subscriber when placing toll calls, non-toll calls or operator calls (user selectable to be any or all). The account code is verified against a predefined list of account codes that are valid for that subscriber. In addition, the service allows the timing of calls by account codes as well as the timing of calls to specific numbers. Calls to some numbers may also be blocked by NPA, NPA-NXX or a specific number. Subscribers to this service can receive periodic reports via e-mail. Call timing can be used to restrict the number of minutes of use by account code or called number, or can be configured to simply collect usage information and not to restrict access.

AA. Fixed Destination Call Forwarding

The Fixed Destination Call Forwarding feature ("Call Forwarding Fixed") allows a single-party subscriber to have all incoming calls forwarded to another designated directory number as prearranged with the operating company. The feature eliminates the need for the subscriber to enter the forwarded-to directory number when activating fixed call forwarding; entering only the fixed call forwarding activation code automatically forwards all calls to the pre-determined directory number.

The Company sets up the forwarded-to directory at the time the Call Forwarding Fixed station option is assigned to the subscriber's station.

To activate Call Forwarding Fixed, the subscriber dials the activation code. When the subscriber hears a confirmation tone, fixed call forwarding is activated. To deactivate the feature, the subscriber dials the deactivation code. A confirmation tone indicates that the feature is deactivated. Activation and deactivation are allowed either from the subscriber's telephone or from a remote location.

When Call Forwarding Fixed is active, the subscriber can still originate calls. When a call is forwarded, a burst of ringing is applied to the subscriber's base station to indicate that calls to the station are being forwarded. Callers receive no indication that their calls are being forwarded.

(N)

8.2 ADVANCED CALLING SERVICES (Cont'd)

8.2.2 **Descriptions (Cont'd)**

BB. Teen Line

The Teen Line feature enables a single station line to be assigned up to four Teen Line directory numbers. Calls to any one of the four Teen Lines will ring with a cadence unique to that particular Teen Line directory number. The Teen Line directory numbers have the same options as the primary directory number. Calls placed to a busy Teen Line directory number that has a Call Waiting option will cause a call waiting tone unique to that particular Teen Line directory number to be applied. Although calls can terminate to either the primary directory number or secondary teen number(s), they can originate only from the primary directory number. All billing is applied to the primary directory number.

CC. Terminating Call Manager

Terminating Call Manager allows a subscriber to intercept, or screen calls that are delivered as "unknown" or "out of area". When the telemarketer calls a subscriber of the Terminating Call Manager service, the telemarketer receives a message stating that the Terminating Call Manager subscriber does not wish to receive calls from telemarketers. The caller will receive a prompt to dial an additional digit(s) or stay on the line if the caller is not a telemarketer.

Rates and Charges 8.2.3

Rates and Charges for Advanced Calling Services may be found in Section 16 of this Tariff.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.3 TOLL RESTRICTION

8.3.1 General

Toll Restriction services are available to subscribers that are served by a Central Office that has been equipped to provide these types of services. These services are also subject to the availability of facilities.

These services are available to individual residence and business main service.

8.3.2 Definition of Services

A. Toll Restriction (T)

Toll Restriction permits users to dial within the local exchange only. All calls placed to toll operators or to the DDD Network from such stations will be blocked and the caller will receive a busy tone.

Restricted Calling Codes

OPRA (Operator assisted calls) IDDD (International DDD calls) TOLL (DDD calls) 900,976,1-976 TDAS (Toll Directory Assistance) 900,976 Directory Assistance 800 Service

B. Toll Restriction With PIN

This service provides subscribers with a means to control originating calls. The service has the ability to block or allow any combination of numbers on specific lists, international, casual dialed, operator, 1 + or local calls. It also provides a PIN override so that calls that would normally be blocked may be completed on a case by case basis. The service allows subscribers to change their PIN over the phone. By configuring the service, the subscriber can allow a few pre-defined numbers to be called.

8.3.3 Rates and Charges

Rates and Charges for Toll Restriction may be found in Section 16 of this tariff.

8.4 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

This tariff is applicable to intrastate long distance message telecommunications service furnished by or made available to Palmetto Telephone Communications, LLC, hereinafter referred to as the Company.

8.4.1 Service Points

- A. The Company provides originating Service from domestic points in the State of South Carolina to domestic points in the State of South Carolina.
- B. The Company provides terminating service from domestic points in the State of South Carolina to domestic points in the State of South Carolina.

8.4.2 Measurements

A. <u>Time-of-Day Rate Period</u>

Time-of-Day Rate Periods are reflected in the rates found in Section 16, herein.

B. Availability of Service

The Service is available at the rates listed in Section 16, through subscription to any of the intrastate message telecommunication service offerings available from the Company.

C. Holiday Rates

During the following officially recognized holidays, Off-Peak Rates will be applicable during all hours.

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

8.4 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

8.4.3 Timing of Calls

- A. Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- B. The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- C. The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- D. There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
- E. The time of day at the calling party rate center determines what Time-of-Day rate period applies.

8.4 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

8.4.4 Method of Applying Rates

- A. Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.
- B. Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

8.4.5 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission. Promotional discounts will be filed with the Commission.

8.4.6 Dialed Intrastate Message Telecommunications Services

- A. Dialed Intrastate Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- B. Depending upon the service option chosen by the Customer, the charges for the use of such domestic intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

8.4 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

8.4.7 Palmetto Saver Service

- A. Palmetto Saver Service is a specially designed Optional Calling Plan for the origination and termination of intrastate, intraLATA toll calls.
- B. The minimum service period is one (1) month.
- C. Resale or shared use of Palmetto Saver Service is not allowed.
- D. Palmetto Saver Service provides discounts off of Basic Rates in return for a monthly recurring fee and a one-time subscription fee.
- E. All customers shall be charged the rates identified in Section 16.
- F. Effective January 1, 2002, the Palmetto Saver Service is being discontinued and will not be available to new customers. Existing Palmetto Saver Service Customers will be able to continue using the Palmetto Saver Service. However, when the Customer switches to another calling plan, the Customer will not be able to switch back to the Palmetto Saver Service.

8.4.8 800 Service

- A. 800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.
- B. 800 Service with PIN is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party. 800 Service with PIN differs from the above service in that the calling party must enter a PIN before the call will be completed.
- C. The Company may offer discounted promotional rates for 800 Service which may include discounting or waiving the one-time service establishment charge, discounting or waiving the monthly service charge, discounting or waiving the message-detail charge.

8.4 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

8.4.9 Calling Card Service

- A. Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the State of South Carolina through the use of a specific "1-800" telephone number provided by the Company. Calling Card Service calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- B. It is the responsibility of the Customer to guard and protect against any unauthorized use of any company issued codes to which billing may be charged.
- C. The rates for this service are provided for in Section 16 herein.

8.4.10 Directory Assistance Service

- A. The company will provide intrastate interexchange Directory Assistance Service for the convenience of its customers in obtaining telephone numbers.
- B. All customers shall be charged the rates identified in Section 16.

8.4.11 Casual Dialing

- A. The company will permit casual dialing.
- B. All customers shall be charged the rates identified in Section 16.

8.4 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

8.4.12 Prepaid Calling Card Service

- A. Prepaid Calling Card Service is offered by the Company and provides the Customer with access twenty-four hours a day, seven days a week to prepaid toll calls within the United States through a Company specified access code. Once made, the call is transferred via automated assistance for completion by the Company and charged against a prepaid card with an available balance on a unit basis. Each unit is equal to one minute. Customers are notified of their remaining card balance each time a call is placed and are notified during a call when the balance is about to be depleted. The card's access number, number of units, authorization code and expiration date are provided to the customer at the time of purchase.
- B. Each fractional minute will be rounded up to the next minute. Each unit is priced at the prevailing rate as set forth herein. Each card will have a specified expiration date printed on the card within which all units must be used. Payment by the Customer for the Prepaid Calling Card Service is due in advance or upon receipt of the prepaid card. While the Company will not refund any unused units, the Company reserves the right to recall all unused Prepaid Calling Cards and refund to Customers any remaining balances on the recalled cards.
- C. Prepaid Calling Card Service can be accessed through a touchtone telephone only.
- D. Prepaid calling cards may be purchased in dollar amounts determined by the Company on a rate per unit basis determined by the Company, subject to availability. The number of available Prepaid Calling Cards is subject to technical limitations. Such cards are offered to Customers on a first come first serve basis.
- E. Calls to 500, 700, 800, and 900 numbers, all operator services calls, directory assistance, busy line verification and interrupt services, calls requiring the quotation of time and charges and conference calls may not be completed with the Company's Prepaid Calling Card Service.
- F. The Customer assumes complete liability for the card in the event it is lost, stolen or if unauthorized use of the card has occurred.
- G. Unless specifically noted to the contrary, calls made utilizing a prepaid calling card are independent of any other product, promotion or term plan offered by the Company.

8.4.13 Rates and Charges

Rates and Charges for these services can be found in Section 16 of this tariff.

8.5 <u>UNIVERSAL EMERGENCY NUMBER SERVICE (911)</u>

8.5.1 General

- A. When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" for use of Public Safety Answering Points (PSAP's) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number will provide each caller telephone access to a local PSAP.
- B. Terminal equipment will be provided by the Company for 911 Service. Where not specifically itemized in this tariff, the equipment including rearrangements, moves or changes will be provided based on costs.
- C. At the request of any county, municipality or political subdivision (user) subscribing to 911 Service, the Company will spread the applicable nonrecurring charges for the initial provision or subsequent addition of 911 Service in equal installments, where possible, over a period not to exceed 18 months. In addition, at the request of such user, the Company will begin billing these nonrecurring charges, in advance of installation, prorata to the local exchange customer served by the 911 Service on an individual exchange line basis at a rate not less than \$.25 per month per line (up to a maximum of 25 exchange lines per account).
- D. At the request of such user, the Company will also bill all recurring charges for 911 Service and/or equipment pro rata to the local exchange customer served by the 911 Service on an exchange line basis (up to a maximum of 25 exchange lines per account).

8.5.2 Rules and Regulations

- A. 911 Service is provided by the Company where facilities and operating conditions permit, subject to rules and regulations in Section 4 and other applicable areas of this Tariff.
- B. 911 Service is classified as Business Exchange Service and is arranged for one-way incoming service to the appropriate PSAP.
- C. This offering is limited to the use of central office number 911 as the universal emergency number and only one 911 service will be provided within any government agency's locality.
- D. The 911 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number.
- E. The service is furnished to municipalities and other government agencies only, for the purpose of voice reporting emergencies by the public.

8.5 <u>UNIVERSAL EMERGENCY NUMBER SERVICE (911)</u> (Cont'd)

8.5.2 Rules and Regulations (Cont'd)

F. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 service.

In the event of any interruption of the service, the Company shall not be liable for any loss or damage other than a pro rata allowance to the customer at the tariff rate for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

Further, each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action; or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person; for any personal injury to or death of any person or persons; or for any loss, damage or destruction of any property, whether owned by the customer or others; or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith; or by any services which are or may be furnished by the Company in connection therewith; including but not limited to the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 services hereunder; and which arise out of the negligence or other wrongful act of the Company, the customer, its user agencies or municipalities or employees or agents of any one of them.

- G. Temporary suspension of service is not provided for any part of the 911 service.
- H. The rates charged for 911 Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service; nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly.

8.5 <u>UNIVERSAL EMERGENCY NUMBER SERVICE (911)</u> (Cont'd)

8.5.2 Rules and Regulations (Cont'd)

- I. If a central office serves telephones located both within and outside the 911 customer's public safety jurisdiction, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by these central offices.
- J. Application for 911 service must be executed in writing by the customer (a municipality, a local government authority or their duly appointed agent). If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

The 911 customer must furnish the Company, in writing, with its agreement to the following terms and conditions:

- 1. That at least one PSAP will be provided and staffed on a 24 hour seven days per week basis.
- 2. That the 911 customer accepts responsibility for dispatching, or having others dispatch police, fire, ambulance or other emergency services as required, to the extent as such services are reasonably available.
- 3. That the 911 customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the 911 PSAP by calling parties.
- 4. That the 911 customer will subscribe to a sufficient number of interoffice and 911 access lines to adequately handle incoming calls, as determined by the Company; but in all cases subject to a minimum of two lines required at any point in the 911 network, including the 911 exchange lines terminated at the PSAP.
- 5. That the 911 customer will subscribe for additional local exchange service at the PSAP location for administration purposes, for placing of outgoing calls and for receiving other emergency calls including any which may be relayed by Company operators.

8.5 UNIVERSAL EMERGENCY NUMBER SERVICE (911) (Cont'd)

8.5.3 Rates and Charges

- A. The Tariff provisions in Section 16 following are applicable only to those local exchange customers served by the 911 Service who reside in the Company's serving area.
- B. In those instances wherein the Company has been requested to bill nonrecurring and recurring charges prorata to local exchange customers, failure to pay the prorata charge affiliated with the payment of the user's nonrecurring and recurring charges shall not allow the Company to cut off service to local exchange customers.
- C. The nonrecurring and recurring charges billed by the Company pursuant to Section 16 following in this Tariff will be listed individually on the bill and identified as follows: "911 charges".
- D. The ultimate responsibility for paying the sums due under the contract provisions in Section 16 is the user's and the user will pay any sums not collected under billing to the local exchange customers.
- E. When an order for 911 service or requests for additions, rearrangements, relocations or modifications of service are cancelled in whole or in part prior to completion of the work involved, the customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.

8.6 DIRECT-INWARD DIALING (DID) SERVICE

8.6.1 General

- A. DID service permits calls incoming to a PBX system, Telephone Answering Service, or other Customer Premises Equipment requiring outpulsing-of-digits from the network to reach a specific station line without the assistance of an attendant. DID service is provided subject to the availability of facilities and telephone numbers and other conditions as specified in this Tariff.
- B. The rates specified herein are in addition to the rates shown elsewhere in the Tariff for the services with which this offering is associated (e.g., central office PBX trunks, access lines.)
- C. Subscribers to DID service will be required to maintain an adequate number of DID trunks as determined by the Company in order to provide "quality" grade of service and prevent Network degradation.
- D. The service must be provided on all lines in a trunk group arranged for inward service. Where DID is required on more than one group of trunks or central office lines, each group shall be considered as a separate DID service.
- E. The assignment of telephone numbers and the sequence of the numbers assigned to a DID service is made at the discretion of the Company. Where the equipment configuration requires the assignment of blocks of telephone numbers or where the company requests additional blocks of telephone numbers held in reserve for future use, rates and charges as shown in Section 16 are applicable for each unused block of telephone numbers. The Company does not guarantee to provide DID numbers arranged in a consecutive manner.
- F. When equipment or service of a special type arrangement is requested and provided, rates and charges are based on costs involved to meet the individual requirements of each case.
- G. Operational characteristics of interface signals between the Company-provided facilities and the customer-provided switching equipment must conform to the rules and regulations the Company considers necessary to maintain proper standards of service as specified in other sections of this Tariff.
- H. The Company shall not be responsible to the customer or authorized user or joint user if changes in protection criteria or in any of the facilities, operations, or procedures of the Company render any of the facilities provided by a customer, authorized user, or joint user obsolete or require modification or alteration of such equipment or system or otherwise affect its use of performance.

8.6 DIRECT-INWARD DIALING (DID) SERVICE

8.6.1 General

- I. Directory listings will be provided in accordance with the regulations of Section 7 of this Tariff for PBX trunks. DID numbers furnished herein are not entitled to directory listings without charge.
- J. All switching systems provided this service must be arranged to provide for the interception of reserved, idle and unassigned station numbers.
 - 1. Calls to vacant, non-working and reserved numbers will be routed to the Customer Premises Equipment for handling. On incoming calls from the network to invalid numbers or restricted stations in DID equipped Customer Premises Equipment, only two methods of intercept are acceptable: Attendant or Recorded Announcement. Due to the network irregularities that can be caused, no form of tone intercept is permitted.
- K. At the discretion of the Company, subject to operating limits and the availability of facilities, DID service may be provided outside the customer's normal serving central office. Where a DID trunk group is served from a central office other than the customer's normal serving central office, the appropriate mileage rates for Foreign Exchange or Foreign Central Office service, per DID trunk will apply.
- L. In addition to the rates and charges specified in Section 16, appropriate service connection, move and charge charges are applicable to the establishment or rearrangement of trunks and numbers in connection with providing DID service.
- M. Installation charges for DID central office switching equipment are not applicable if the customer presently subscribes to DID service and changes the type of customer premises switching equipment or if the customer subscribes to Centrex-CU service which has DID as a feature and changes to another type of customer premises switching equipment with DID service. The following provisions apply:
 - 1. The customer must maintain at least the same level of DID service requirements.
 - 2. The replacing customer premises equipment must be served by the same central office as the existing customer premises equipment.
 - 3. Central office switching equipment additions or modifications must not be required in order to provide DID service to the replacing customer premises switching equipment.
 - 4. Rates and charges are applicable to additional DID service requirements which exceed the customer's existing level of DID arrangements.

8.6.2 Rates and Charges

Rates and Charges for Direct Inward Dialing may be found in Section 16 of this Tariff.

8.7 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS)

8.7.1 General

- A. 711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 dialing code is assigned for nationwide access to TRS entities, to be implemented not later than October 1, 2001.
- B. 711 is available from Palmetto Rural Telephone Cooperative, Inc. in Palmetto Rural Telephone Cooperative, Inc. Territory only.
- C. This service is subject to the availability of the 711 dialing code.
- D. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- E. Limitations and use of service as stated in Section 4.4 of this Tariff apply.
- F. Directory Listings may be provided for 711 at rates and regulations as specified in Section 7 of this Tariff.
- G. Access to 711 is not available to the following classes of service:
 - Hotel/Motel/Hospital Service (toll call only)
 - -1+
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Cellular Type 2A

In addition, operator assisted calls to the 711 will not be completed.

8.7 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)

8.7.1 General (Cont'd)

- H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- I. An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

8.7.2 Service Requirements and Conditions

- A. Requests for 711 Dialing Code must be submitted in writing to the South Carolina Public Service Commission, for the assignment of the 711 code.
- B. Once the 711 Dialing Code has been assigned and the subscriber has provided the Company the appropriate toll free number, implementation of the 711 Dialing Code will begin on or after April 30, 2001. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.
 - If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.
- C. The TRS entity must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is effected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.

8.7 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)

8.7.2 Service Requirements and Conditions (Cont'd)

- D. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- E. The 711 Dialing Code is provided where facilities permit.
- F. TRS entity should work separately with cellular companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- G. TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- H. 711 Dialing Code will be provided under the following conditions.
 - 1. For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
 - 2. The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgement of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
 - 3. The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.

8.7 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)

8.7.2 Service Requirements and Conditions (Cont'd)

- 4. The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgements, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the TRS entity utilized, directly or indirectly, with the 711 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the TRS entity is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.
- 5. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
- 6. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

8.7 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)

8.7.2 Service Requirements and Conditions (Cont'd)

- I. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.
 - 1. The TRS entity will provide announcements. The company will provide only the delivery of the call.
 - 2. The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
 - 3. The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.
 - 4. The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.
- J. The Company may take all legal and practical steps to disassociate itself from TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

Exercise 1 Effective: Upon Approval of the Commission

8.8 <u>811 DIALING SERVICE</u>

(T) (N)

8.8.1 General

- A. 811 Dialing Service ("811") is a three digit local dialing arrangement, available in specified areas, with Palmetto Rural Telephone Cooperative, Inc. for delivery of general information via voice grade facilities, the Utility Protection Center, Call-Before-You-Dig program. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is assigned for access to one call centers. In addition, the 811 subscriber must comply with any orders and rules pertaining to 811, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. 811 is available in Palmetto Rural Telephone Cooperative, Inc. Local Calling Area only. To provide access to an 811 number to end users in the local calling area of another local exchange carrier or to a competitive local exchange carrier's (CLEC's) end users within the local calling area, the 811 subscriber must make appropriate arrangements with the other local exchange carrier or CLEC.
- C. The Local Calling Area of the 811 subscriber will be the basic local calling area for the Company's exchange as defined in Section 6 of this Tariff, as facilities permit.
- D. This service is furnished subject to the availability of the 811 number.
- E. 811 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.) or a 10-digit toll free number.
- F. Limitations and use of service as stated in Section 4 of this Tariff apply.
- G. Directory Listings may be provided for 811 at rates and regulations as specified in Section 7 of this Tariff.
- H. Access to 811 is not available to the following classes of service:
 - Payphone Service Provider Telephones (PSPs)
 - Hotel/Motel/Hospital Service
 - -1+
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Wireless

Operator assisted calls to the 811 subscriber will not be completed.

(N)

(M)

8.8 <u>811 DIALING SERVICE (Cont'd)</u>

8.8.1 General (Cont'd)

- I. The 811 subscriber is restricted from selling or transferring the 811 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- J. An "affiliate" of an 811 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 811 subscriber. The term "control" (including the terms "controlling", "controlled by: and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If an 811 subscriber becomes an affiliate of or is acquired by another 811 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 811 number within 6 months of the merger or acquisition.
- K. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Calling Name/Number Delivery service in Section 8.2.2 preceding.
- L. Calls to a disconnected 811 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

8.8.2 Service Requirements and Conditions

- A. All requests for 811 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 811 numbers in the basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- B. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 811 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

(N)

(N)

8.8.2 Service Requirements and Conditions (Cont'd)

- C. The 811 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 811 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 05-59 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 811 codes. If a recall is effected, the Company will work with all 811 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 811 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 811 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic Local Calling Area. All central offices within a basic Local Calling Area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections 5 and 6, of this Tariff will apply.
- E. The 811 Dialing Service is provided where facilities permit.

Issued: Effective: April 1, 2007

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PALMETTO RURAL TELEPHONE COOPERATIVE, INC.

8.8 <u>811 DIALING SERVICE (Cont'd)</u>

8.8.2 Service Requirements and Conditions (Cont'd)

- F. 811 will be provided under the following conditions.
 - 1. For network sizing and protection, the 811 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 811.
 - 2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 811 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours 811 Dialing Service.
 - 3. The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 - 4. The 811 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
 - 5. Suspension of 811 Dialing Service as covered in Section 4 of this Tariff is not applicable for this service.
 - 6. The 811 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. If requested by the Company, the 811 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 811 service.

(N)

(N)

8.8.2 Service Requirements and Conditions (Cont'd)

- 7. A written notice will be sent to any 811 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- G. If a pre-recorded announcement is provided by the 811 subscriber, the following conditions apply.
 - 1. The 811 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 811 subscriber from sponsoring the same or similar announcement or recorded program service.
 - 2. The provision of access to the 811 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
 - 3. The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - 4. The 811 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

(N)

(N)

8.8.2 Service Requirements and Conditions (Cont'd)

- H. The Company may take all legal and practical steps to disassociate itself from 811 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

(N)

(N)

8.8.3 Rates and Charges

- A. Application of Rates
 - 1. A one-time Service Establishment charge shall apply per customer. (C)
 - 2. 811 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.
 - 3. Applicable service order charges as specified in Section 5 of this Tariff will apply, in addition to the following rates.
 - 4. A one-time Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area.
 - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 811 Dialing Service, per central office switch within the basic Local Calling Area.
- B. The rates and charges for this service are provided in Section 16 herein.

(T) (M) 8.9 LOCAL DIRECTORY ASSISTANCE 8.9.1 General (T) A. The Company furnishes a Directory Assistance Service for the purpose of aiding subscribers in obtaining telephone numbers of subscribers located within the calling customer's local calling area. В. The first two (2) local dialed calls to directory assistance per month per residence line are provided at no charge when the caller requests numbers within the Company's local calling areas. (T) 8.9.2 **Rates and Charges** The rates for this service are provided in Section 16 herein. 8.10 TEMPORARY SUSPENSION OF SERVICE (T) **8.10.1** General (T) A. Upon request, a business or residence Customer may arrange for the temporary suspension of their service. Suspension of service is available on the customer's complete service or on such portion thereof as can be suspended. B. When the period of suspension is less than one (1) month, the regular charges for the full month of service shall apply. C. Service may not be suspended for more than four (4) months of any consecutive twelve (12) month period. D. Appropriate service ordering charges as specified in Section 5 will apply. 8.10.2 Rates and Charges (T) The rates for this service are provided in Section 16 herein. (M)

8.11 <u>211 DIALING SERVICE</u>

8.11.1 General

- A. The 211 dialing code (hereinafter referred to as "211") is a three-digit dialing arrangement designed specifically for the delivery of general information via voice grade facilities, for community information and referral services. Pursuant to order 00-256, issued by the Federal Communications Commission (the FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services. In addition, the 211 subscriber must comply with any order and rules pertaining to 211, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. The 211 dialing code is available from the company in the company's exchange area only. To provide access to a 211 dialing code to end users in another telephone company territory or to another telephone provider end users within the local calling area, the 211 subscriber must make appropriate arrangements with the telephone provider or other provider serving the territory. The 211 subscriber should work separately with competing local providers to determine that its end users will be able to reach community information and referral services provided by dialing 211.
- C. This service is subject to the availability of the 211 dialing code and the technical capability of the serving central office.
- D. The 211 dialing code can be delivered via regular exchange access lines.
- E. Limitations and use of service are stated in section 4 of this tariff.
- F. The local calling area of the 211 subscriber will be the Local Calling Area as defined by the company at the time the 211 code is ordered, as facilities permit. If the calling areas are merged, and a 211 number exists in both areas, the 211 subscriber who established the 211 service first in time will be entitled to retain the 211 number in the merged calling areas.
- G. Directory listings may be provided for 211 at rates and regulations as specified in Section 7 this tariff.
- H. The 211 subscriber is restricted from selling or transferring the 211 dialing code to an unaffiliated entity, either directly or indirectly.

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8.11 <u>211 DIALING SERVICE</u> (Cont'd)

(N)

8.11.1 General (Cont'd)

- I. A "211 subscriber" is defined as any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 211 subscriber. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of any entity, whether through the ownership of voting securities, by contract, or otherwise.
- J. Operator assisted calls to the 211 code will not be completed.
- K. Access to the 211 dialing code is not available to the following classes of service:
 - 1+
 - 0+,0- (credit card, third-party billing, collect calls)
 - 101XXXX
 - Inmate service
 - Cellular
 - Hotel/motel/hospital service (toll call only)

8.11.2 Conditions for Utilization

- A. Requests for utilization of the 211 dialing code must be submitted in writing to the South Carolina Budget Control Board, consistent with applicable state law for the assignment of the 211 code.
- B. Within 30 days of the number assignment, the 211 subscriber must initiate the request for service. The company will provision the subscriber's order within a reasonable time, dependent upon the given complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the company.
- C. If, during or at the end of the provisioning period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.

(N)

8.11 <u>211 DIALING SERVICE</u> (Cont'd)

(N)

8.11.2 Conditions for Utilization (Cont'd)

- D. The 211 subscriber, prior to provisioning of the service, shall sign a acknowledgement of possible recall of the 211 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the company or regulating entity. The 211 subscriber shall abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 211 dialing code. If a recall is effected, the company will work with the 211 subscriber affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The 211 subscriber will be required to migrate to any access arrangement within the 6-month notice period. The 211 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- E. Only one 7 or 10-digit toll-free number or one 10-digit local toll-free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to the same one 7 or 10-digit local number or one 10-digit local toll-free number. Appropriate rates from Sections 5 and 6, and other applicable sections of this tariff will apply to this method of provisioning this service.
- F. The 211 dialing code is provided where facilities permit its utilization.
- G. The 211 subscriber shall work separately with any cellular or other wireless providers to determine whether their end user customers will be able to reach community information and referral services provided by dialing 211.
- H. The 211 subscriber shall work separately with any competitive service provider or other providers of telecommunications services to determine whether their end user customers will be able to reach telephone relay services by dialing 211.

(N)

8.11 <u>211 DIALING SERVICE</u> (Cont'd)

(N)

8.11.2 Conditions for Utilization (Cont'd)

- I. The 211 dialing code will be provided under the following conditions:
 - 1. For network sizing and protection, the 211 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 dialing code.
 - 2. The 211 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the company, to adequately handle calls to 211 without impairing the company's general telephone service or telephone plant.
 - 3. The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 211 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 - 4. The 211 subscriber is responsible for, and shall indemnify, protect, defend, and save harmless the company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees, incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable or slander. Unless otherwise provided for in this tariff, the company shall be authorized to disconnect any tariffed service provided to the 211 subscriber utilized, directly or indirectly, with the 211 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber or immediately upon oral notice to the 211 subscriber if any part of the system threatens or diminishes the full utilization of the telecommunication provider's network.

8.11 <u>211 DIALING SERVICE</u> (Cont'd)

(N)

8.11.2 Conditions for Utilization (Cont'd)

Disconnection may be suspended at the discretion of the company if it receives written certification that the 211 subscriber is in compliance with regulations and conditions of the tariffs or if the service affecting condition is resolved before disconnection occurs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the company.

- 5. The 211 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 211. If requested by the company, the 211 subscriber shall assist the company in responding to complaints made to the company concerning the 211 dialing code.
- 6. A written notice will be sent to any 211 subscriber following oral notification when the 211 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the company. If after notification, the 211 subscriber makes no modification in the method of operation or in the service arrangements that are deemed service affecting by the company, or if the 211 subscriber is unwilling to accept the modifications, or if the 211 subscriber continues to cause service impairment, the company reserves the right, at any time, without further notice, to institute protective measures, up to and including the termination of the service. In any emergency situation as defined by the company, the company reserves the right, at any time, without notice, to institute protective measures up to and including the termination of the 211 service.
- 7. Suspension of the 211 dialing service as covered in section 4 of this tariff is not applicable for this service.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

8.11 <u>211 DIALING SERVICE</u> (Cont'd)

(N)

8.11.2 Conditions for Utilization (Cont'd)

- J. If a pre-recorded announcement is provided by the 211 subscriber, the following conditions apply:
 - 1. The 211 subscriber will provide announcements. The company will provide only for the delivery of the call.
 - 2. The provision of access to the 211 network by the company for the transmission of the announcement is subject to the availability of such facilities and the requirements of the local exchange network.
 - 3. The 211 subscriber assumes all financial responsibility for all costs involved in providing the announcements including, but not limited to, the recorder/announcement equipment located on the 211 subscriber's premises.
 - 4. The 211 subscriber assumes, according to other specific rates and charges, all financial responsibility for all facilities required, to connect the recorder/announcement equipment located on the 211 subscriber's premises.
- K. The company may take all legal and practical steps to disassociate itself from the 211 subscriber providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the company's discretion generates unacceptable levels of complaints by end users.
- L. In no event shall the company be liable for either any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this tariff. The company shall not be responsible for calls that can not be completed as a result of repair or maintenance difficulties and equipment or on equipment owned or leased by the 211 subscriber.

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Issued: July 6, 2007 Effective: August 5, 2007

MISCELLANEOUS SERVICE ARRANGEMENTS

8.11 <u>211 DIALING SERVICE</u> (Cont'd)

8.11.3 Third Party Involvement

- A. In those instances where a competitive service provider or other type of provider provides the 211 dialing code to its end user within the local calling area of the company, terms and conditions for the utilization of the 211 dialing code will be provided for in the appropriate interconnection agreement between the company and alternative provider.
- B. For purposes of providing an alternative end user access to the 211 subscriber within the local calling area, appropriate arrangements must be made by the alternative provider with the 211 subscriber serving the local calling area of the company.
- C. An alternative provider may negotiate for the provision of the appropriate directory listing as defined in the appropriate interconnection agreement between the company and the alternative provider.

8.11.4 Rates and Charges

- A. Application of Rates
 - 1. A service establishment charge shall apply per basic local calling area.
 - 2. Normal tariffed charges for the local access service arrangements for 211 service for transporting and terminating messages at the 211 subscriber's designated premises.
 - 3. Applicable service implementation charges as specified in section 5 of this tariff will apply, in addition to the above rates.
 - 4. A central office activation charge will apply per central office translated to the lead number.
 - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 211 dialing service, per central office switch within the basic calling area.
- B. Rates and Charges for this service are provided in Section 16 herein.

Issued: July 6, 2007 Effective: August 5, 2007

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.12 **511 DIALING SERVICE**

8.12.1 General

- 511 Dialing Service ("511") is a three digit local dialing arrangement, available A. in specified areas, with Palmetto Rural Telephone Cooperative, Inc. for delivery of general information via voice grade facilities, the South Carolina Department of Transportation Travel Information Services program. Pursuant to Order FCC 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to federal, state and local transportation agencies. In addition, the 511 subscriber must comply with any orders and rules pertaining to 511, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- В. 511 is available in Palmetto Rural Telephone Cooperative, Inc. Local Calling Area only. To provide access to a 511 number to end users in the local calling area of another local exchange carrier or to a competitive local exchange carrier's (CLEC's) end users within the local calling area, the 511 subscriber must make appropriate arrangements with the other local exchange carrier or CLEC.
- C. The Local Calling Area of the 511 subscriber will be the basic local calling area for the Company's exchange as defined in Section 6 of this Tariff, as facilities permit.
- D. This service is furnished subject to the availability of the 511 number.
- E. 511 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.) or a 10-digit toll free number.
- F. Limitations and use of service as stated in Section 4 of this Tariff apply.
- G. Directory Listings may be provided for 511 at rates and regulations as specified in Section 7 of this Tariff.
- H. Access to 511 is not available to the following classes of service:
 - Payphone Service Provider Telephones (PSPs)
 - Hotel/Motel/Hospital Service

 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Wireless

Operator assisted calls to the 511 subscriber will not be completed.

8.12 <u>511 DIALING SERVICE</u> (Cont'd)

8.12.1 General (Cont'd)

- The 511 subscriber is restricted from selling or transferring the 511 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- J. An "affiliate" of a 511 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 511 subscriber. The term "control" (including the terms "controlling", "controlled by: and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If a 511 subscriber becomes an affiliate of or is acquired by another 511 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 511 number within 6 months of the merger or acquisition.
- K. 511 will not provide calling number information in real time to the 511 subscriber. If the 511 subscriber needs this type of information, the 511 subscriber must subscribe to a compatible Calling Name/Number Delivery service in Section 8.2.2 preceding.
- L. Calls to a disconnected 511 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 511 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

8.12.2 Service Requirements and Conditions

- A. All requests for 511 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 511 numbers in the basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- B. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

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8.12 <u>511 DIALING SERVICE</u> (Cont'd)

8.12.2 Service Requirements and Conditions (Cont'd)

- C. The 511 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 511 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 511 codes. If a recall is effected, the Company will work with all 511 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 511 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 511 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic Local Calling Area. All central offices within a basic Local Calling Area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections 5 and 6, of this Tariff will apply.
- E. The 511 Dialing Service is provided where facilities permit.

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8.12 <u>511 DIALING SERVICE (Cont'd)</u>

8.12.2 Service Requirements and Conditions (Cont'd)

- F. 511 will be provided under the following conditions.
 - 1. For network sizing and protection, the 511 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 511.
 - 2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 511 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours 511 Dialing Service.
 - 3. The 511 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 - 4. The 511 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
 - 5. Suspension of 511 Dialing Service as covered in Section 4 of this Tariff is not applicable for this service.
 - 6. The 511 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 511. If requested by the Company, the 511 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 511 service.

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8.12 <u>511 DIALING SERVICE</u> (Cont'd)

8.12.2 Service Requirements and Conditions (Cont'd)

- 7. A written notice will be sent to any 511 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 511. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- G. If a pre-recorded announcement is provided by the 511 subscriber, the following conditions apply.
 - 1. The 511 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 511 subscriber from sponsoring the same or similar announcement or recorded program service.
 - 2. The provision of access to the 511 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
 - 3. The 511 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - 4. The 511 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

8.12 <u>511 DIALING SERVICE (Cont'd)</u>

8.12.2 Service Requirements and Conditions (Cont'd)

- H. The Company may take all legal and practical steps to disassociate itself from 511 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- I. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

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8.12 <u>511 DIALING SERVICE (Cont'd)</u>

8.12.3 Rates and Charges

- A. Application of Rates
 - 1. A one-time Service Establishment charge shall apply per customer.
 - 2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 511 subscriber's designated premises.
 - 3. Applicable service order charges as specified in Section 5 of this Tariff will apply, in addition to the following rates.
 - 4. A one-time Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area.
 - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 511 Dialing Service, per central office switch within the basic Local Calling Area.
- B. The rates and charges for this service are provided in Section 16 herein.

Issued: January 29, 2008 Effective: February 28, 2008

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- 9.1.2 Features
- 9.1.3 Responsibility of the Customer
- 9.1.4 General Regulations
- 9.1.5 Rates and Charges

9.1 PUBLIC PAY TELEPHONE SERVICE

9.1.1 General

- A. Public Pay Telephone Service for coin or coinless CPE is an individual one party access line provided at the request of the customer for telecommunications use by members of the general public or a specified group for locations of the customer.
- B. Public Pay Telephone Service for coin or coinless service is provided for use by customers who have notified the Commission of their desire to provide the general public with service and have been certified by the Commission to provide this service to the general public or other specified individuals.
- C. Public Pay Telephone Service cannot be furnished or connected behind PBX and/or key system service.
- D. Public Pay Telephone Service is a coin voice grade exchange line that provides switch based dial tone first (DTF) coin line functionalities for non-local exchange company customer-owned pay telephones.
- E. Public Pay Telephone Service is provided at the request of a certificated Public Pay Telephone Service provider that provides pay telephone service with switch based coin line functionalities to the public on a resale basis.
- F. A Public Pay Telephone Service subscriber must use a separate access line for each pay telephone instrument installed and be billed the tariffed rate for each line. Off-premises extensions to PTAS Lines are not permitted.
- G. The Company shall not be liable for shortages of coins deposited and/or collected from the Public Pay Telephone Service provider's equipment
- H. The Company shall not be liable for end-user fraud associated with the failure of the customer's equipment or the Company's equipment to perform.
- I. Public Pay Telephone Service Lines will be provided from central offices where facilities are available.
- J. Public Pay Telephone Service Lines will be provided where technically and economically feasible.

9.1 PUBLIC TELEPHONE ACCESS SERVICE (Cont'd)

9.1.2 Features

- A. Public Pay Telephone Service is provided on equal access stored program control central offices where coin line control equipment is available.
- B. Public Pay Telephone Service is provided on a one-way or two-way basis at the customer's option with Commission approval.
- C. Coin signaling, including coin collect and coin control, is provided by the network. Coin collect identifies when a call is completed. Coin return occurs when a no answer or busy signal is encountered.
- D. Billed Number Screening is provide for the automatic blocking via validation data bases of third number billing, collect billing, or both to the line.
- E. Answer Supervision is the line side functionality that provides and electrical signal to the calling end of a switched telephone connection when the called line goes off-hook. This feature will be utilized to determine when billing for a specific call should start.
- F. Selective Class of Call Screening is provided to alert operator services systems (automated and live) that a call is originating from a PTAS which may require special handling and/or billing treatment.
- G. Central office 900 and 976 blocking is provided.
- H. Standard recorded announcements utilized for public telephone service are used for calls that originate from a public pay stations.
- I. All 0+ interLATA calls are routed to the presubscribed carrier that has the required signaling capabilities (i.e. coin recognition, coin control, etc.) which are required to complete the call.

9.1.3 Responsibility of the Customer

- A. The customer is subject to the requirements set forth in all sections of this Tariff that pertain to coin or coinless telephone services.
- A. The customer is responsible for the payment of all charges for outgoing sent-paid local calls and message toll telephone service calls.
- B. Special billing and coin sharing arrangements between a Public Pay Telephone Service provider's Customer and another carrier are the sole responsibility of the Public Pay Telephone Service provider's customer.
- C. It is the customer's responsibility to ensure that instruments used in conjunction with the Public Pay Telephone Service are capable of rating sent-paid local calls.

9.1 PUBLIC PAY TELEPHONE SERVICE (Cont'd)

9.1.4 General Regulations

- A. Public Pay Telephone Service is provided for in the Tariff. Please refer to Section 16 of this Tariff for the monthly rate applicable for Public Pay Telephone Service on a per-line basis.
- B. Sent-paid local calls will be rated at the Company's central office.
- C. Operator assisted sent-paid toll calls will be rated to the end-user at the appropriate rate per message, plus the appropriate additive operator service charges as specified in the appropriate certified operator services tariff. Non-sent paid toll calls will be rated to the end user at the appropriate rate per message and the appropriate additive operator service charges as specified in the appropriate certified operator services tariff.
- D. The appropriate Network Access Charge, Central Office Line Connection Charge and/or Premises Visit Charge as specified in Section 16 of the Tariff are applicable for each Public Pay Telephone Service access line installed, moved, or changed.
- E. Rates for calls to Directory Assistance, for Verification and Emergency Interrupt Service are applicable at the rate of the presubscribed carrier.
- F. The appropriate application of the End User Common Line (EUCL)- Multiline Business Charge will be applied to all public pay stations.

9.1.5 Rates and Charges

Rates and Charges for this service can be found in Section 16 of this tariff.

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10.1 <u>INTRAEXCHANGE PRIVATE LINE SERVICE</u>

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PRIVATE LINE SERVICE

10.1 <u>INTRAEXCHANGE PRIVATE LINE SERVICE</u>

Palmetto Rural Telephone Cooperative, Inc. provides Private Line Service within the State of South Carolina. The rates, terms and conditions governing this service were filed in the Palmetto Rural Telephone Cooperative, Inc. Private Line Services Tariff with the South Carolina Public Service Commission under separate cover. This separate filing has an issue date of April 1, 2002, and an effective date of May 1, 2002, with updates and amendments filed as needed.

FOREIGN EXCHANGE SERVICE

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- 11.1.1 General
- 11.1.2 Regulations
- 11.1.3 Types and Descriptions 11.1.4 Rates and Charges

FOREIGN EXCHANGE SERVICE

11.1 FOREIGN EXCHANGE SERVICE

11.1.1 General

- A. Foreign Exchange Service is the service of one exchange furnished to a customer located in the serving area of another exchange. The exchange from which the service is furnished is the foreign exchange. The exchange normally serving the area in which the customer is located is the local exchange.
- B. The Company is not obligated to furnish such service, particularly where it involves undue expense or impairment of the service furnished to the general public.

11.1.2 Regulations

- A. When another telephone company is involved in the provisioning of the Foreign Exchange Service, the Company will offer Foreign Exchange Service subject to the rules set forth in the contracts in effect with the connecting Company.
- B. A customer receiving Foreign Exchange Service may be required to subscribe to Local Service from the exchange from which he would normally be served.
- C. Other services, equipment or facilities used in connection with Foreign Exchange Service, except as otherwise indicated in the Tariff, are furnished subject to the rates and regulations applying in the foreign exchange from which the subscriber is served.
- D. Foreign Exchange Service may be provided only where all facilities and serving points are located in the same LATA.
- E. The Company may, when a customer for the purpose of avoiding payment for long distance calls to the foreign exchange or when the user originates other long distance calls from the foreign exchange, have the option of equipping foreign exchange lines with toll restricting devices.

11.1.3 Types and Descriptions

These channels are furnished on a single point basis (except as specified in 16.15.A following) for service 7 days per week, 24 hours per day, for a minimum period of one month.

11.1.4 Rates and Charges

Rates and Charges for this service can be found in Section 16 of this Tariff.

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13.1 GENERAL INFORMATION

13.1.1 Description

Integrated Services Digital Network (ISDN) is a digital architecture that provides an integrated voice/data capability to the customer premises facility, utilizing the public switched network. ISDN distributes voice, data video, image and facsimile by two standard methods of access: a Basic Rate Interface (BRI) or a Primary Rate Interface (PRI). These are serving arrangements which conform to internationally developed, published, and recognized standards generated by the International Telecommunications Union (formerly CCITT).

13.1.2 Definitions

A. Basic Rate Interface (BRI)

BRI consists of up to three distinct channels on one pair of wires: one or two B (Bearer) channels and one D (Delta) channel. BRI is offered on either an individual case basis or in flat or measured rate single line ISDN service.

B. B (Bearer) Channel

The B-channel carrier circuit-switched voice and/or data communications at speeds up to 64 kbps, from the customer's premises, over the loop facility, to the central office.

C. B-Channel Circuit-Switched Data

Circuit-Switched Data provides the capability of making data calls over the public switched network. Information is transmitted the same way as digitized voice. Like a voice call, a circuit switched data call ties up network/system resources for the duration of the call. Similar to voice, caller ID functionality is provided.

D. D (Delta) Channel

The D-channel carries signaling and/or packet data information, at speeds up to 16 kbps on BRI, and signaling only information up to 64 kbps for PRI, from the customer's premises to the central office. The D-channel has both data and signaling functionality; it does not have voice capability.

13.1 GENERAL INFORMATION (Cont'd)

13.1.2 Definitions (Cont'd)

E. Primary Rate Interface (PRI)

PRI has a capacity of 1.544 Mbps and has multiple channels: 23 B-channels, and 1 D-channel, and is also known as 23 B+D access. The B-channels carry voice calls, circuit switched data, and video, while the D-channel handles signaling information. Once the customer has subscribed to PRI service subsequent T1 may be configured with 24 B channels circuits, subject to D channel signaling capacity.

F. Service Area

Service Area pricing for Single Line ISDN Service includes all customers who:

- Draw dial tone directly from an ISDN switch, or
- It is within a designated distance, as determined by the Company, from an ISDN equipped switch.

G. T1/DS1 Facility

This element is the digital facility transmitting at a rate of 1.544 Mbps. The T1/DS1 signal provided to the customer's premises will have a loss not greater than 16.5 dB. Construction charges may apply.

H. <u>Digital Subscriber Loop (DSL)</u>

The digital ISDN connection from the Central Office to the customer's premises.

SECTION 13 ORIGINAL SHEET NO. 4

INTEGRATED SERVICES DIGITAL NETWORK (ISDN) SERVICE

13.1 GENERAL INFORMATION (Cont'd)

13.1.3 Terms and Conditions

A. General

- 1. The customer will be responsible for the procurement of associated customer premises equipment (CPE) and will ensure compatibility with the ISDN digital switch serving the customer. CPE must meet national ISDN1 (NT1) standards to insure compatibility with ISDN services.
- 2. ISDN includes a comprehensive 2 B+D package. The standard features and functions support two terminals per BRI. Within the standard basic package there is little flexibility for customization.
- 3. ISDN does not offer B-channel packet service capabilities.
- 4. Palmetto Rural Telephone Cooperative, Inc. will terminate ISDN Services at the customer's demarcation point.
- 5. Should any change in customer owned inside wiring (including riser cable) or customer owned CPE require Palmetto Rural Telephone Cooperative, Inc. to redesign ISDN service, the customer shall reimburse Palmetto Rural Telephone Cooperative, Inc. for all costs incurred by Palmetto Rural Telephone Cooperative, Inc. for making such a change. Should ISDN service fail due to customer owned inside wiring or CPE, or power failure, the responsibility for failure shall be solely that of the customer and Palmetto Rural Telephone Cooperative, Inc. shall have no liability of any kind.
- 6. The customer is responsible for replacement, installation, operation, maintenance, repair and replacement of all customer owned inside wire and CPE that the customer uses in connection with this service. Premises wiring and CPE must be compatible with the Palmetto Rural Telephone Cooperative, Inc.'s provision of ISDN Service.
- 7. If there is an ISDN Service interruption which lasts more than 24 consecutive hours after the customer gives Palmetto Rural Telephone Cooperative, Inc. notice of such out-of-service condition, except for problems caused by the customer's actions, inside wiring, interface, and/or CPE, an out-of-service credit will be applied to the customer's bill. This service shall be based on a 30-day month and shall be calculated by dividing the monthly rate for the service affected by 30 days and multiplying that daily rate by the number of days, or major fraction thereof, that the service was interrupted. This will be the customer's sole remedy.

Issued: Effective: Upon Approval of the Commission

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13.1 GENERAL INFORMATION (Cont'd)

13.1.3 Terms and Conditions (Cont'd)

A. General (Cont'd)

8. This ISDN service offering is considered an optional service. The ISDN equipment at the customer's premise will not function with the loss of electrical power leaving this service inoperable. Service location moves of ISDN circuits will be treated as a discontinuance and start of new service, therefore all associated nonrecurring charges will apply.

B. Provisioning of ISDN

- 1. The rates and charges specified for ISDN are applicable only to customers whose serving central office has been identified by Palmetto Rural Telephone Cooperative, Inc. as having ISDN available.
- 2. ISDN may be provided to customers from a central office other than their normal serving office as determined by Palmetto Rural Telephone Cooperative, Inc.
- 3. ISDN is offered where compatible facilities and equipment are available. Service is generally considered available for loops 18 kilofeet or less in length. Loops greater than 18 kilofeet in total length must meet ISDN extension technology design requirements and will be considered available if ISDN compatible pair gain systems are in place or planned to serve the area based on the scheduled placement of compatible pair gain systems. If no pair gain system is in place or planned, loops greater than 18 kilofeet in length will also be considered available if single line loop extension equipment can be deployed and the loop is within the design limitation of this type of extension equipment. If the loop is greater than 18 kilofeet in length, additional engineering and construction charges may apply.
- 4. Some products and services are not available and/or compatible with ISDN. Therefore, customer should check with Palmetto Rural Telephone Cooperative, Inc. for capability before purchasing and installing this service.

13.1 GENERAL INFORMATION (Cont'd)

13.1.3 Terms and Conditions (Cont'd)

- C. Local Calling Areas and Telephone Numbers
 - 1. If a customer is provided service from a designated central office which is not the customer's normal serving office, the local calling area for the customer's ISDN will be that of the designated ISDN-equipped CO.
 - 2. Calling areas are subject to change as additional central offices become capable of directly providing ISDN services to the customer's own and nearby serving area. Changes to calling areas will affect customer telephone numbers.

D. Indemnification

- 1. It is the customer's responsibility to indemnify and hold harmless Palmetto Rural Telephone Cooperative, Inc. against any and all claims, losses, liabilities, damages and lawsuits brought by any nonparty and arising, in whole or in part, out of customer's material breach of this tariff. Indemnification shall include, but is not limited to: costs and attorney's fees.
- 2. The customer is responsible for the content of communications. Where the customer's negligence or wrongful actions in using customer owned inside wire or CPE, or customer's communications result in any claim or legal action brought by any nonparty, the customer shall indemnify and hold Palmetto Rural Telephone Cooperative, Inc. harmless.

E. Protection of the Network

- 1. Palmetto Rural Telephone Cooperative, Inc. has the right and option to check the output of any equipment used in the transmission of signals, to or from the customer premises, for this service. This includes Palmetto Rural Telephone Cooperative, Inc. provided facilities or other companies' facilities used in connection with provision of ISDN capabilities, such as CPE.
- 2. Palmetto Rural Telephone Cooperative, Inc. will notify the customer of any deviation from the authorized transmission or specifications established in provision of the service.

13.1 GENERAL INFORMATION (Cont'd)

13.1.3 Terms and Conditions (Cont'd)

- E. Protection of the Network (Cont'd)
 - 3. Upon notification by Palmetto Rural Telephone Cooperative, Inc. that unauthorized transmissions are present due to customer equipment or facilities, the customer will correct the situation on an expeditious basis or service will be disconnected by Palmetto Rural Telephone Cooperative, Inc. to protect the network. Palmetto Rural Telephone Cooperative, Inc. shall not be liable for and disclaims liability for losses which might be incurred as a result of disconnecting the service, and disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. With respect to such equipment of service, Palmetto Rural Telephone Cooperative, Inc. shall not be liable for any incidental or consequential damages, including, but not limited to loss, damage, or expense directly or indirectly arising from the customer's use of or inability to use this service or equipment, either separately or in combination with other services or equipment.

F. Agreement

Fixed period agreements will be priced on an Individual Case Basis (ICB) depending on the number of years of the agreement. Additions or changes to the agreement will be negotiable between the Company and the customer.

13.2 RATES AND CHARGES

Rates and charges for Integrated Services Digital Network (ISDN) Service can be found in Section 16 of this Tariff.

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15.1 SPECIAL CHARGES FOR TEMPORARY, SPECULATIVE OR UNUSUAL CONSTRUCTION

15.1.1 General

- A. Facilities of the Company will be extended in accordance with the provisions of this Section. Special Charges may be applied in addition to the usual service connection charges and monthly rates. Special Charges apply primarily when unusual investment or expense will be incurred by the Company, such as when:
 - 1. Conditions require, or the customer requests the provision of special equipment, unusual or non-standard methods of plant construction, installation or maintenance or a move of Company facilities;
 - 2. The customer's location requires the use of costly private right-of-way; or
 - 3. The proposed service is of a temporary nature and the plant to be used for such service would not all be of value to the Company in the general conduct of its business upon discontinuance of that service.
- B. The Company will retain title to all plant constructed, as specified within this Tariff, whether provided wholly or partially at a customer's expense.
- C. The customer is required to pay all Construction Charges made by another telephone Company providing facilities connecting with the facilities of the Company.
- D. Applicants may be required to make nonrefundable advance payments to cover all or a portion of the excess Construction Charges for Exchange Service or Special Service Arrangements when in the opinion of the Company there is evidence of credit risk. A cash deposit may also be required as discussed under Section 4 of this Tariff.
- E. A waiver of construction charges for temporary structures may be obtained when the customer agrees to construct a full time residence of a permanent nature within eighteen (18) months.

15.1 SPECIAL CHARGES FOR TEMPORARY, SPECULATIVE OR UNUSUAL CONSTRUCTION (Cont'd)

15.1.1 General (Cont'd)

- F. When attachments are made to poles of other companies, instead of providing construction for which the customer would be charged under the provisions of this Section, the customer shall pay the Company's cost for such attachments.
- G. Line extensions and special service arrangements are further subject to the regulations specified in the Tariffs of this Company.

15.1.2 Application of Special Charges

Temporary Construction - The customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.

15.2 <u>LINE EXTENSIONS</u>

15.2.1 Facilities to be Provided Without Construction Charges

- A. The Company will furnish adequate telephone service to the largest practicable number of customers within its certificated service area without requiring a Construction Charge.
- B. The Company will furnish service to all applicants for service for which the Rural Utilities Service (RUS) construction funds have been provided, without payment by such applicants of any extra charge as a contribution to the cost of construction of facilities to provide such service.
- C. The Line Extension Charges specified in this Tariff shall not apply to service requests of a remote commercial operation (e.g, request for Telemetering Service at a remote pipeline location) where it is determined by the Company that there will be no residential growth potential in the foreseeable future. Any and all costs of this nature shall be borne by the customer.

15.2 LINE EXTENSIONS (Cont'd)

15.2.2 Construction Charges for Facilities in Excess of Allowances

- A. When the Company has extended service to the number of customers specified in its most current loan agreement with the RUS, a new applicant for service may be required to pay a contribution to the cost of construction. The Company will extend its distributing plant to applicants in areas where facilities are not available under the following conditions and limitations:
 - 1. The applicant will be required to pay the cost of construction of the required line if this cost is in excess of five (5) times the estimated annual Local Exchange Service revenues for the applicant.
 - Applicants may be required to make advance payments to cover all or a
 portion of the excess Construction Charges for Exchange Service or Special
 Service Arrangements when in the Company's judgment there is evidence
 of credit risk. A cash deposit may also be required as specified in Section 4
 of this Tariff.
 - 3. The Construction Charge for line extensions is apportioned equally among all applicants of a group.
 - 4. All costs will be computed on a current basis. Material cost will be computed on the basis of the extension of one circuit to the applicant.
 - 5. The type of cable plant extension will be determined by the Company as dictated by current and future circumstances, situations and forecasts, and the cost will be estimated accordingly.
 - 6. When required, the Construction Charge assessed an applicant or applicants for facilities shall be paid in advance, based on estimated charges. An adjustment to the actual charge will be made upon completion of construction.
 - 7. Payments for line construction are not refundable and no credit will be allowed for future installation on line extensions constructed under the above regulations.
 - 8. Where the customer or applicant is required to pay all or a portion of the construction cost to extend a line, the materials and equipment furnished and installed by the Company shall be totally owned and maintained by the Company.

15.2 LINE EXTENSIONS (Cont'd)

15.2.3 Poles on Private Property

Poles on private property to be used in serving an individual customer will be furnished by the Company at no cost to the customer except in cases where the customer is required to pay for constructing the line extension. Poles requested by the customer in excess of those deemed necessary by the Company will be charged to the customer at the installed cost. Ownership and maintenance of such poles is vested in the Company.

15.2.4 Provisions of Private Right-of-Way

The Company's obligation to provide service is solely dependent upon its ability to secure, retain and maintain suitable rights-of-way without unreasonable expense. When conditions require, applicants shall provide, without expense to the Company, private right-of-way as needed. Any and all private right-of-way or permit requirements, and any and all associated costs, will be the responsibility of the applicant, and must be furnished before a plant extension project begins.

15.2 LINE EXTENSIONS (Cont'd)

15.2.5 Temporary Service or Service to a Moveable Premises

- A. Where the proposed service is of a temporary nature and the plant would have no value to the Company upon discontinuance of the service, the applicant shall be charged the estimated cost of construction and removal of the plant or portion of the plant which would not be of value to the Company, less the estimated immediate net recovery value of the material used.
- B. Where plant construction is required to provide any service or facility of a temporary nature or where it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.
- C. When telephone service is provided to movable premises by means of aerial plant, the customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The customer shall place, own and maintain the pole. However, if the customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the customer the cost of placing the pole.
- D. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

15.3 SPECIAL CONSTRUCTION

15.3.1 Private Property

- A. An average amount of entrance and distribution facilities will be furnished by the Company provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- B. The applicant may be required to pay the costs over and above those applicable for a normal installation:

If additional entrance or distribution facilities are required; if the conditions are such as to require special facilities, maintenance or methods of construction; if the installation is for a temporary or semi-permanent purpose; or if for any other reason the construction costs are excessive as compared with the revenue to be derived.

C. The customer will provide the Company upon request and without charge written permission for the placing of the Company's facilities on the property.

15.3 <u>SPECIAL CONSTRUCTION</u> (Cont'd)

15.3.2 Service to Residential and Commercial Developments

- A. The Construction Charges, allowances and provisions previously specified in this Section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Company's opinion, are of a promotional or speculative nature, the Company may require an advance deposit equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance deposit will be payable prior to the start of construction.
 - 1. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be computed to reflect regular Tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees, or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
 - No refund will be made of any remaining balance of the construction advance after five years from the date the extension of facilities for the developer was completed.
 - 3. Unless included in the construction advance made by the developer, extensions from the facilities installed for the developer will be made in accordance with the provisions of the Company's extension policies and any required fees, deposits or prepayments shall be paid by the applicant requesting service to such lot or tract.
- B. The applicant for telephone service to a development is required to provide the Company, at his/her own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

15.3 SPECIAL CONSTRUCTION (Cont'd)

15.3.3 Underground Service Connections

- A. When customers request underground service connections instead of aerial drop wires which would ordinarily be used to reach the customer's premises, or when aerial facilities are used to provide service or channels to a customer and the customer subsequently requests that such facilities be placed underground, the following regulations apply:
 - 1. Where cable is to be placed in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company;
 - 2. The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
 - 3. Where cable is laid in a trench at the customer's request, the trench shall be constructed and back filled under the Company's supervision and by or at the customer's expense;
 - 4. Cable installed in conduit will be maintained and replaced at the expense of the Company where the conduit has been inspected in place by the Company and approved, but repairs or replacements of cable in the conduit or trench made necessary by damage caused by the customer or his representatives will be made only at the customer's expense;

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

15.3 SPECIAL CONSTRUCTION (Cont'd)

15.3.3 Underground Service Connections (Cont'd)

A. (Cont'd)

- 5. Where facilities are changed from aerial to buried or underground, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities;
- 6. Except as otherwise provided herein, the regulations in this Tariff contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay additional costs involved where a different type of construction than that proposed by the Company is desired; and
- 7. When a special type of construction other than those covered preceding is desired by the customer or when the individual requirements of a particular situation make the construction unusually expensive, the customer is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the customer except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

15.4 SPECIAL SERVICE ARRANGEMENTS

15.4.1 General

- A. If the requirements of customers cannot be met with the regularly offered service arrangements, Special Service Arrangements may be furnished by the Company, where practical, at charges equivalent to the estimated cost of such equipment and arrangements provided it is not detrimental to any of the services furnished under the Company's Tariffs.
- B. If any one type of Special Service Arrangement is subscribed to by more than fifteen (15) customers, the Company may file for approval of the service as a general offering in the appropriate Tariff.

15.4.2 Computation of Rates and Charges

- A. Rates for Special Service Arrangements are equivalent to the estimated costs of furnishing the Special Service Arrangement.
- B. Estimated cost consists of an estimate of the total cost to the Company in providing the Special Service Arrangement including:
 - 1. Cost of maintenance;
 - 2. Cost of operation;
 - Depreciation on the estimated installed cost of any facilities used to provide the Special Service Arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - 4. General administration expenses, including taxes on the basis of average charges for these items;

Exercise 1 Effective: Upon Approval of the Commission

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

15.4 <u>SPECIAL SERVICE ARRANGEMENTS</u> (Cont'd)

15.4.2 Computation of Rates and Charges (Cont'd)

- B. (Cont'd)
 - 5. Any other item of expense associated with the particular Special Service Arrangement; and
 - 6. An amount, computed on the estimated cost installed of the facilities used to provide the Special Service Arrangement, for return on investment.
- C. Estimated installed cost mentioned above includes cost of equipment and materials provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and other items which are chargeable to the capital accounts.
- D. Special Service Arrangement rates are subject to review and revision conditioned upon changing costs.
- E. At such time as a Special Service Arrangement becomes a Tariff offering, the Tariff rate or rates will apply from the date of Tariff approval.
- F. The following rate treatments may be used in connection with charges for Special Service Arrangements.
 - 1. Monthly rental and termination agreement with or without an Installation Charge.
 - 2. Monthly rental with or without an Installation Charge.
 - 3. Installation Charge only.

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Issued: January 29, 2008 Effective: February 28, 2008

16.1 GENERAL

This section contains the rates and charges for the services identified in this Tariff that are provided by the Company. Rates and charges are generally per item charges or monthly rates as the context warrants, unless otherwise noted.

16.2 MEMBERSHIP FEE

Nonrecurring <u>Fee</u>

Two shares of stock at a par value of \$5.00 per share

\$10.00

16.3 <u>SERVICE CHARGES</u>

The following charges are assessed for the services listed in Section 5 of this Tariff.

16.3.1	Servic	e Ordering Ch	arge – Per Service Order:	Non-Recurring Charge
	A.	Residence		
		Primary:	For connecting new or additional Central Office lines	\$10.00
		Secondary:	For moving or changing existing service or adding new or additional service other than central office	\$ 8.00
	B.	Business		
		Primary:	For connecting new or additional Central Office lines	\$12.00
		Secondary:	For moving or changing existing service or adding new or additional service other than central office	\$ 8.00
16.3.2		l Office Line (Line or Trunk	Connection Charge – Per Central	
	A.	Residence		\$ 4.00
	B.	Business		\$ 4.00
16.3.3	Access	s Line Work, I	Per Line	
	A.	Residence		\$ 5.00
	B.	Business		\$ 6.00
16.3.4	Premis	ses Visit Charg	ge	
	A.		sit, Per Customer Request dence	\$ 2.00
		2. Busi	ness	\$ 3.00
	B.	Per Hour, Or	sit, Customer Equipment Trouble ne Hour Minimum dence	\$25.00
		 Resi Busi 		\$25.00
		2. Dusi	11055	Φ23.00

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PALMETTO RURAL TELEPHONE COOPERATIVE, INC.

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16.3 <u>SERVICE CHARGES (Cont'd)</u>

16.3.5 For Record Type Orders Only – Service Ordering Charge Per Customer Request

A. Residence \$10.00

B. Business \$12.00

16.3.6 Installation Charges

Installation charges where applicable are identified and presented throughout this tariff as part of the offering of individual items of service features.

16.3 <u>SERVICE CHARGES (Cont'd)</u>

16.3.7	Restoration Charge		Non-Recurring Charge
	Non-Pa	Non-Payment The Secondary Service Order Charge and Central Office Line Connection Charge apply.	
	A.	Residence	\$12.00
	B.	Business	\$12.00
	The Se	rary Suspension condary Service Order Charge and Central Office Line etion Charge apply.	
	A.	Residence	\$12.00
	B.	Business	\$12.00
16.3.8		ous Call Trace stomer Request	
	A.	Residence	\$25.00
	B.	Business	\$25.00

16.3 <u>SERVICE CHARGES (Cont'd)</u>

16.3.9 Returned Check Charge

Per Occasion

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

16.3.10 Late Payment Charge

The Company may establish a Late Payment Charge as it deems appropriate subject to the maximum amounts and the exceptions contained in South Carolina Public Service Commission Reg. 103-622.2.

16.4 LOCAL EXCHANGE SERVICE CHARGES

The following charges are assessed for the services listed in Section 6 of this tariff.

16.4.1 Flat Rate Service

		Monthly Rate	
A.	Business		
	One Party	\$28.70	
B.	Residence		
	One Party	\$14.35	
C.	Pay Station		
	Public Telephone Access Service (PTAS)	\$28.70	(I)
D.	PABX and PBX		
	PBX Trunk Lines KEY-PBX Trunk Lines	\$33.75 \$28.70	
E.	Extensions		
	Off-Premises Access	\$ 5.25	
F.	Touch Calling Service (Pushbutton Dialing)		
	Business (per line)	\$ 0.00	
	Residence (per line)	\$ 0.00	

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16.4 **LOCAL EXCHANGE SERVICE CHARGES** (Cont'd)

16.4.2 Verification and Emergency Interrupt Service

A.	Verifi	cation Request	
	1.	Each Request	\$1.25

В. **Emergency Interrupt Request**

Each Request............ \$1.75

A charge for a Verification Request also applies.

16.5 **DIRECTORY LISTING CHARGES**

16.5.1 The following charges are assessed for the services listed in Section 7 of this tariff.

		<u>Charges</u>
A.	Primary Listing	No Charge
B.	Additional Listing	\$0.50
C.	Reference Listing	\$0.50
D.	Alternate (Directive) Listing	
	 Nights, Sundays and Holidays If No Answer, Dial 	\$0.50 \$0.50
E.	Foreign Listing	\$0.50
F.	Extra Lines of Information in Listing	\$0.50
G.	Indented Listing	No Charge
H.	Caption Listing	No Charge
I.	Temporary Listing	\$0.50
	Minimum Charge Per Listing Period	\$2.00
J.	Non-Published Number Service	\$1.50

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16.6 EXTENSION LINE MILEAGE

From the common equipment cabinet to the station location:

A. For each quarter mile or fraction thereof, airline measurement, per month \$0.75

16.7 <u>ADVANCED CALLING SERVICES</u>

The following charges are assessed for the services listed in Section 8 of this tariff.

A. <u>Advanced Calling Services - Monthly Rates</u>	Residence Monthly Rate	Business Monthly Rate	(C)
Account Code Plus	\$5.00	\$5.00	(N)
Anonymous Call Rejection	\$3.00	\$3.00	(R)
Selective Call Block	\$2.50	\$2.50	(T) (R)
Call Forwarding	\$2.00	\$2.00	(R)
Call Forwarding Busy	\$1.50	\$1.50	(R)
Call Forwarding Busy or No Answer	\$2.00	\$2.00	(R)
Call Forwarding No Answer	\$1.50	\$1.50	(R)
Fixed Destination Call Forwarding	\$3.00	\$3.00	(N)
Selective Call Forwarding	\$2.50	\$2.50	(T)(R)
Call Forwarding Remote Access	\$3.00	\$3.00	(T)(R)
Call Return	\$2.50	\$2.50	(R)
Call Selector	\$2.50	\$2.50	(R)
Call Tracing	\$4.00	\$4.00	(R)
Call Waiting	\$2.00	\$2.00	(R)
Caller ID With Number	\$4.00	\$4.00	(T)(R)
Caller ID With Name and Number	\$5.50	\$5.50	(T)(R)
Caller ID on Call Waiting	\$2.00	\$2.00	(N)
Caller ID Block	\$2.00	\$2.00	(T)
Cancel Call Waiting	\$1.00	\$1.00	
Remote Call Forwarding	\$2.00	\$2.00	(T)(R)
Distinctive Ring	\$2.75	\$2.75	
Hot Line	\$1.00	\$1.00	(R)
			(D)
Repeat Dialing	\$2.50	\$2.50	(R)
Selective Call Acceptance	\$2.25	\$2.25	(R)
Speed Calling 8	\$1.50	\$1.50	(T)(R)
Speed Calling 30	\$3.00	\$3.00	(T)(R)
Teen Line	\$3.00	\$3.00	(N)
Terminating Call Manager	\$3.00	\$3.00	(N)
Three-Way Calling	\$1.50	\$1.50	(R)
Three-Way Calling with Transfer	\$2.00	\$2.00	(R)
Warm Line	\$1.00	\$1.00	(R)

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C. SECTION 16 1ST REVISED SHEET NO. 10 CANCELS ORIGINAL SHEET NO. 10

(T)

RATES AND CHARGES

16.7 <u>ADVANCED CALLING SERVICES</u> (Cont'd)

Package Rates

C.

B. <u>Advanced Calling Services - Usage S</u>	ensitive Rates		(N)
	Nonrecurrir Per Activati	on or Use	
	Residence	<u>Business</u>	
Call Return	\$0.25	\$0.25	
Caller ID Block	N/C	N/C	
Repeat Dialing	\$0.25	\$0.25	
Three-Way Calling	\$0.25	\$0.25	(N)

Advanced Calling Services stipulated in this tariff are available in the following packages:

	<u>Monthly Rate</u> Per C.O. Line Equipped		
	Residence	<u>Business</u>	
Call Forwarding-All/Call Waiting	\$3.50	\$3.50	(R)
Call Forwarding-All/Speed Call 8/Call Waiting	\$4.00	\$4.00	(R)
Call Forwarding-All/Speed Call 30/Call Waiting	\$5.00	\$5.00	(R)
Call Forwarding-All/Speed Call 30/Call	\$6.00	\$6.00	(R)
Waiting/Three-Way			
Toll Restriction/Call Waiting	\$4.50	\$4.50	(R)

D.	Service Connection Charges as described in Section 16 are applicable for all monthly rate	(C)
	Advanced Calling Services.	(C)

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16.8 TOLL RESTRICTION

The following charges are for the Toll Restriction Service only and are in addition to applicable charges for telephone service.

Monthly	Rate
---------	-------------

A.	Toll Restriction	\$2.50	(T)

B. Toll Restriction with PIN \$5.50

Nonrecurring charges are not applicable when these Toll Restriction Services are provided as part of the original order to establish business or residential individual line service.

When Toll Restriction Services are added or rearranged on an existing line, the Service Ordering and Central Office Line Connection Charges will apply unless waived during special promotions.

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16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

16.9.1 Rates for Intrastate Residential Message Telecommunications Service

A. <u>Returned Check Charge</u>

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined residential and business balance, only a single returned check charge will apply.

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

B. Palmetto "Any" Basic Plan

Rates for Direct Dialed Intrastate Message Telecommunications Service customers for all points in the State of South Carolina. The rates are as follows:

	<u>Maximum</u> <u>Rate</u>	
Per Minute (Monday-Sunday, All Day)	\$0.20	\$0.12
Monthly Rate	\$5.00	\$0.00

C. Palmetto "Any" Enhanced Plan

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of South Carolina. The rates are as follows:

	Maximum Rate	Rate
Per Minute (Monday-Sunday, All Day)	\$0.15	\$0.06
Monthly Rate	\$8.00	\$3.95

16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

16.9.1 Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

D. Palmetto Saver Service

Effective January 1, 2002, the Palmetto Saver Service is being discontinued and will not be available to new customers. Existing Palmetto Saver Service Customers will be able to continue using the Palmetto Saver Service. However, when the Customer switches to another calling plan, the Customer will not be able to switch back to the Palmetto Saver Service.

1. Basic Rates

These calls are timed by the Company in six (6) second increments. The minimum call duration for a completed call is thirty (30) seconds.

		<u>Maximum</u> <u>Rate</u>	Rate
	Peak (Per Minute)*	\$0.40	\$0.33
	Off-Peak (Per Minute)**	\$0.25	\$0.165
2.	Option Plans		
		Maximum Rate	<u>Rate</u>
	Option 1 (50% discount)		
	One-Time Subscription Fee Monthly Rate Peak Per Minute* Off-Peak Per Minute**	\$10.00 \$5.00 \$0.30 \$0.15	\$6.00 \$4.00 \$0.165 \$0.0825
	Option 2 (20% discount)		
	One-Time Subscription Fee Monthly Rate Peak Per Minute* Off-Peak Per Minute**	\$10.00 \$5.00 \$0.30 \$0.20	\$6.00 \$1.00 \$0.264 \$0.132

^{*} Peak rates apply 7:00 a.m. to 5:59 p.m. Monday through Friday except for holidays which are billed at the Off-Peak rate.

^{**} Off-Peak rates apply 6:00 p.m. to 6:59 a.m. Monday through Friday, including holidays and all day Saturday and all day Sunday to 6:59 a.m. Monday.

16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

16.9.1 Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

E. 800 Service

1. Rates and Charges

There is a one-time charge for establishing 800 Service and a monthly subscription charge, as well as per-minute usage charges for all calls received. For an additional per-message charge, customers can receive a monthly message detail listing all telephone calls received.

		Maximum Rate	Rate
2.	One-Time Charge For Establishing Service	\$30.00	\$15.00
3.	Monthly Recurring Subscription Charge*	\$10.00	\$ 2.50
4.	Per-Minute Usage Charges		
	Per Minute (Monday-Sunday, All Day)	\$ 0.25	\$ 0.17
5.	Message Detail Option		
	Per Message	\$ 0.10	\$ 0.02
6.	800 Service with Personal Identification Number (PII	<u>N)</u>	
	Per Minute (Monday-Sunday, All Day)	\$ 0.30	\$ 0.20

^{*}If the 800 Service customer is also a 1 (+) presubscribed customer, the 800 Service monthly subscription charge will be waived.

16.9 **LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

16.9.1 Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

F. Calling Card Service

Rates for calling card service for all points in the State of South Carolina. The and surcharges are as follows:

	Maximum Rate	Rate
Per Minute (Monday-Sunday, All Day)	\$ 0.35	\$0.25
Surcharge Per Call	\$ 0.35	\$0.25
<u>Directory Assistance Service – Intrastate In</u>	nterexchange	

G.

	Maximum Rate	<u>Rate</u>
Per Request	\$ 1.50	\$0.95

H. **Casual Dialing**

Rates for casual dialing for all points in the State of South Carolina. The rates are as follows:

	Maximum Rate	<u>Rate</u>
Per Minute (Monday-Sunday, All Day)	\$ 2.00	\$1.00
Monthly Rate	\$10.00	\$3.00

16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

16.9.1 Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

I. <u>Prepaid Calling Card Service</u>

The Debit Card may be available for one, some, or all of the amounts listed below. The per-unit rates will differ, depending on the total calling value of the Debit Card, as shown.

Debit Card Values*	Maximum Per Unit Rate*	Per Unit Rate*	Number of Units
\$ 5.00	\$0.385	\$0.385	13
\$10.00	\$0.333	\$0.333	30
\$20.00	\$0.300	\$0.300	66
\$50.00	\$0.286	\$0.286	175

^{*} Debit Card Values and/or the per-unit rates may be negotiated on an individual customer contract basis for any Customer ordering more than 1,000 Debit Cards.

16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

16.9.2 Rates for Intrastate Business Message Telecommunications Service

A. <u>Returned Check Charge</u>

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined residential and business balance, only a single returned check charge will apply.

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

B. Palmetto "Any" Basic Plan

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of South Carolina. The rates are as follows:

Rate

Per Minute (Monday-Sunday, All Day) \$0.12

Monthly Rate \$0.00

C. Palmetto "Any" Enhanced Plan

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of South Carolina. The rates are as follows:

Rate

Per Minute (Monday-Sunday, All Day) \$0.06

Monthly Rate \$3.95

16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

16.9.2 Rates for Intrastate Business Message Telecommunications Service (Cont'd)

D. Palmetto Saver Service

Effective January 1, 2002, the Palmetto Saver Service is being discontinued and will not be available to new customers. Existing Palmetto Saver Service Customers will be able to continue using the Palmetto Saver Service. However, when the Customer switches to another calling plan, the Customer will not be able to switch back to the Palmetto Saver Service.

	<u>Rate</u>
Basic Rates	
Peak (Per Minute)*	\$ 0.33
Off-Peak (Per Minute)**	\$ 0.165
Option 1 (50% discount)	
One-Time Subscription Fee Monthly Rate Peak Per Minute Off-Peak Per Minute	\$ 7.00 \$ 4.00 \$ 0.2475 \$ 0.12375
Option 2 (20% discount)	
One-Time Subscription Fee Monthly Rate Peak Per Minute Off-Peak Per Minute	\$ 7.00 \$ 1.00 \$ 0.264 \$ 0.132

- * Peak rates apply 7:00 a.m. to 5:59 p.m. Monday through Friday except for holidays which are billed at the Off-Peak rate.
- ** Off-Peak rates apply 6:00 p.m. to 6:59 a.m. Monday through Friday, including holidays and all day Saturday and all day Sunday to 6:59 a.m. Monday.

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16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

16.9.2 Rates for Intrastate Business Message Telecommunications Service (Cont'd)

E. 800 Service

1. Rates and Charges

There is a one-time charge for establishing 800 Service and a monthly subscription charge, as well as per-minute usage charges for all calls received. For an additional per-message charge, customers can receive a monthly message detail listing all telephone calls received.

	Rate
One-Time Charge For Establishing Service	\$15.00
Monthly Recurring Subscription Charge*	\$ 2.50
Per-Minute Usage Charges	
Per Minute (Monday-Sunday, All Day)	\$ 0.17
Message Detail Option	
Per Message	\$ 0.02
800 Service with Personal Identification Number (PIN)	
Per Minute (Monday-Sunday, All Day)	\$ 0.20
	Monthly Recurring Subscription Charge* Per-Minute Usage Charges Per Minute (Monday-Sunday, All Day) Message Detail Option Per Message 800 Service with Personal Identification Number (PIN)

^{*}If the 800 Service customer is also a 1 (+) presubscribed customer, the 800 Service monthly subscription charge will be waived.

16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

16.9.2 Rates for Intrastate Business Message Telecommunications Service (Cont'd)

F. <u>Calling Card Service</u>

Rates for calling card service for all points in the State of South Carolina. The rates and surcharges are as follows:

		Maximum	
		Rate	Rate
	Per Minute (Monday-Sunday, All Day)	\$0.35	\$0.25
	Surcharge Per Call	\$0.35	\$0.25
G.	Directory Assistance Service		
	Intrastate - Interexchange		
	Per Request	\$1.50	\$0.95

16.9 LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

16.9.2 Rates for Intrastate Business Message Telecommunications Service (Cont'd)

H.	Casual Dialing	
		Rate
	Per Minute	\$1.00
	Monthly Rate	\$3.00

I. <u>Prepaid Calling Card Service</u>

The Debit Card may be available for one, some, or all of the amounts listed below. The per-unit rates will differ, depending on the total calling value of the Debit Card, as shown.

Debit Card Values*	Maximum Per Unit Rate*	Per Unit Rate*	Number of Units
\$ 5.00	\$0.385	\$0.385	13
\$10.00	\$0.333	\$0.333	30
\$20.00	\$0.300	\$0.300	66
\$50.00	\$0.286	\$0.286	175

^{*} Debit Card Values and/or the per-unit rates may be negotiated on an individual customer contract basis for any Customer ordering more than 1,000 Debit Cards.

16.10 UNIVERSAL EMERGENCY NUMBER SERVICE (91)	1)
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Rates are not included in this tariff for 911 service since the Counties control the rates, not the Commission.

16.11 DIRECT-INWARD DIALING (DID) SERVICE

A. Central Office Components

1. Direct-Inward Dialing (DID) Service

	Installation Charge	Monthly Rate
Establish trunk group and provide first group of 20 DID numbers	\$15.00	\$4.00
Each additional group of 20 DID numbers	\$15.00	\$4.00
DID PBX Trunk Termination, each DID Key System Trunk Termination, each	\$90.00	\$40.00 \$33.75

16.12 LOCAL DIRECTORY ASSISTANCE

Directory Assistance Within Exchanges Served by the Company

	Rate
Residence	
Per Call, after allowance of two (2) free calls	\$0.40
Business	
Per Call	\$0.40

16.13 TEMPORARY SUSPENSION OF SERVICE

During the period of suspension, the access charge and end user charge is fifty percent (50%) of the rate regularly charged, as set forth in Section 6. Nonpublished number, nonlisted number and additional listing charges if applicable, are charged in full. Supplemental charges for custom calling features and customer premises equipment will not apply.

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16.14 PUBLIC PAY TELEPHONE SERVICE

The following charges are assessed for the services listed in Section 9 of this tariff.

Answer Supervision (per access line)	\$ 0.00	(R)
Billed Number Screening (per access line)	\$ 0.00	(R)
Selective Class of Call Screening (per access line)	\$ 0.00	(R)
Coin Signaling (per access line)	\$ 0.00	(R)

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16.15 FOREIGN EXCHANGE SERVICE

- A. The rate for Foreign Exchange Service is the nonrecurring and monthly rates for business, residence, or PBX Flat Rate Service applicable within the serving foreign exchange plus a monthly foreign exchange termination charge of \$20.00. Additionally, applicable mileage charges will be billed in accordance with the filed Tariff of either the Company or the connecting company based upon the exchanges involved in the provisioning of the service as follows:
 - 1. The Company may establish the service across exchange boundaries where the applicant for foreign exchange service is so located that it would be more economical to the Company to provide the foreign exchange service direct from the foreign exchange to the applicant's location by the extension or utilization of existing plant. Such cross-boundary installations will be at the discretion of the Company. Facilities may not cross LATA boundaries.
 - a. For the distance from the applicant's location to the central office in the foreign exchange area from which service is to be furnished, a mileage charge, per mile or fraction thereof, airline measurement, will apply.

Monthly Rate	

Per Mile \$ 4.25

16.15 FOREIGN EXCHANGE SERVICE (Cont'd)

- B. Foreign Exchange Service Provided by Multiple Companies
 - Unless a settlement arrangement is made between the Company and a second company involved in the provisioning of service, each company will bill for the portion of the Foreign Exchange service provided by their respective tariff based on their regulations, rates and charges as appropriate.
 - 2. The charges billed by the Company for the interoffice channel between Exchange Telephone Company central offices, are determined as follows:
 - a. The total mileage for the service is computed using the V & H coordinates set forth in the National Exchange Carrier Association Tariff, Inc. F.C.C. No 4.
 - b. A billing factor is determined from the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. This factor represents the percentage of the distance between Exchange Telephone Company central offices that will be billed by the Company. The billing factor is multiplied by the total charge for all of the miles to determine the amount to be billed by the Company.

16.16 <u>INTEGRATED SERVICES DIGITAL NETWORK (ISDN) SERVICE</u>

- A. Rates and Charges Basic Rate Interface (BRI)
 - 1. ISDN-BRI Interface and Access Facility

The rates and charges below include provisioning one or two B Channels and an ISDN capable access line to the customer's premise.

<u>Facility</u>	Monthly <u>Rate</u>	Installation <u>Charge</u>
Residence Rate – Two B Channels	\$45.00	\$100.00
Business Rate – Two B Channels	\$60.00	\$100.00
Business Rate – ISDN-BRI with Centrex or EKTS Service	\$60.00	\$125.00
D Channel Signaling Control	No charge	No charge
Distance Extension Charge		
Business and Residence Rate	\$35.00	No charge

2. Usage Charges

- a. The following usage charges will be assessed on originating local calls.
 Any measured or long-distance charges applicable, as specified in other sections of this Tariff, are in addition to these local usage charges for ISDN-BRI service.
- b. The term "monthly" as used below describes the actual dates of the beginning and cut-off date of the customer's billing cycle.

<u>Usage Element</u>	Per minute
Business Rate – First 350 hours/monthly	No charge
Each additional minute in excess of 350 hours	\$0.02
Residence Rate - First 175 hours/monthly	No charge
Each additional minute in excess of 175 hours	\$0.02

Note: The usage allocation will be accrued on either B Channel. The

simultaneous use of two B Channels for data will accumulate usage time from both channels. Unused monthly allocation will

not carry over to the next month.

16.16 <u>INTEGRATED SERVICES DIGITAL NETWORK (ISDN) SERVICE</u> (Cont'd)

- A. Rates and Charges Basic Rate Interface (BRI) (Cont'd)
 - 3. Directory Numbers are offered at the following rates and charges per B Channel:

	Monthly <u>Rate</u>	Installation <u>Charge</u>
Primary Directory Number Secondary Directory Number	No charge \$2.00	No charge No charge
Residence Rate	\$4.00	No charge
Business Rate	\$6.00	No charge

4. Optional features are offered at the following rates and charges per B Channel:

	ISDN-BRI With Centrex or EKTS	Monthly	Installation
Optional Feature	Service Only	Rate	<u>Charge</u>
Additional Call Offering		\$0.75	No charge
Call Pickup	Yes	\$0.75	No charge
Multiple Appearance Directory Nun	nber Yes	\$0.75	No charge
Intercom Calling	Yes	\$0.75	No charge
Analog Line Appearances	Yes	\$0.75	No charge

5. Subsequent Feature Additions and Changes – When features are ordered and modified after the initial installation, a nonrecurring feature addition and change charge will apply. Only one service charge will appear when multiple features are added or changed if they are included in one service order.

	Nonrecurring <u>Charge</u>
Feature Additions and Changes per B Channel	\$20.00

16.16 INTEGRATED SERVICES DIGITAL NETWORK (ISDN) SERVICE (Cont'd)

- B. Rates and Charges – Primary Rate Interface (PRI)
 - 1. The minimum configuration is a T1 with 23 B +D.
 - 2. Base configuration includes forty (40) DID numbers, 2 way voice capability and data capability.
 - PRI is not available to Commercial Radio Mobile Carriers, Private Mobile Radio 3. Carriers and Interexchange Carriers in their provision of services to their customers.
 - PRI is available for both residential and business customers. 4.
 - 5. Monthly rate includes T1 termination, T1 configuration and twenty-four (24), T1 channels.
 - 6. Primary Rate Interface – Charges

a.	T-1 23 B+D	\$1,450.00 monthly
b.	T-1 24 B	\$1,450.00 monthly

c. Installation charges \$3,000.00

16.17 <u>CONSTRUCTION CHARGES</u>

Construction charges are addressed in Section 15 of this tariff.

16.18 811 DIALING SERVICE

Charges applicable to the 811 Dialing Service Subscriber:

1.	Service Establishment Charge		
	Per Customer	\$390.00	(N)
2.	Central Office Activation		(T)
	Per Central Office	\$150.00	
3.	Change of Point-to Number by Subscriber		(T)
	Per Central Office	\$ 13.50	

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RATES AND CHARGES

16.19 211 DIALING SERVICE

Charges applicable to the 211 Dialing Service Subscriber are as follows:

1.	Service	establishment	charge
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Service establishment charge	Nonrecurring Charge
Per basic local calling area	\$350.00
Central office activation	
Per central office	\$150.00
Change point-to-point number by subscriber reque	est
Per central office	\$ 13.50

16.20 511 DIALING SERVICE

2.

3.

Charges applicable to the 511 Dialing Service Subscriber:

1. Service Establishment Charge

Per Customer \$390.00

2. Central Office Activation

Per Central Office \$150.00

3. Change of Point-to Number by Subscriber

Per Central Office \$ 13.50

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